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## The Solicitors' Journal.

LONDON, JUNE 24, 1905.

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All letters intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name of the writer.

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## Current Topics.

## The Appeal List.

THE APPEAL list for the Trinity Sittings remains at about the same total as at the commencement of the last sittings. There were then 215 appeals, and there are now 213. A year ago there were 259. The appeals from the Chancery Division still maintain the remarkable uniformity on which we have previously commented. They are 66 in number, and at each of the sittings during the present legal year they have varied from 63 to 68. There are 71 appeals from the King's Bench Division.

## The Chancery Cause List.

THE AGGREGATE of causes and matters for hearing in the Chancery Division has fallen from 228 at the last sittings to 219 now. The number a year ago was 295. There are only sixteen witness actions before BUCKLEY, J., and eighteen and nineteen matters in all before SWINFEN EADY and WARRINGTON, JJ., so it seems likely that some of the learned judges will during the sittings be employed in the King's Bench Division. There are fifteen company matters in the list.

## The King's Bench Lists.

THERE IS a considerable reduction in the causes in the King's Bench lists—from 803 last sittings to 664 now. A year ago there were 731.

## The Vice-Chancellor of the Lancaster Court.

WE REFERRED some time ago to the serious illness of Sir SAMUEL HALL, the Vice-Chancellor of the County Palatine of Lancaster. There has unfortunately been little improvement in his condition subsequently, and it is now announced that he has resigned his office and that his resignation has been accepted. There seems to have been some difficulty as to the power to appoint a deputy to sit during the absence of the Vice-Chancellor, but Mr. ALFRED HOPKINSON, K.C., is now sitting as deputy-Chancellor.

## The Commission on the Army Contracts.

THE DECISION of the Government to appoint a Statutory Commission to inquire into the charges made in the report of Sir WILLIAM BUTLER'S Committee will excite much interest in the legal profession. It may be expected that the officers criticized in the

report, and who have been relieved from duty, will apply for leave to appear at the inquiry by counsel, and, assuming that this leave is granted, we think it is highly important that the chairman of the committee should be either a member of the legal profession or accustomed by his experience at quarter sessions or on Private Bill Committees to consider, and in some measure to regulate, the evidence which may be laid before him. Let us hope, however, that no judge of the Court of Appeal will be taken from his duties to preside over the Commission.

#### Sinking of Neutral Vessels by Ship of Belligerent.

WE ARE glad to hear that our Government has addressed strong representations to Russia with regard to the sinking of the merchant vessels of neutral States by Russian cruisers. These representations refer more particularly to the case of *The St. Kilda*, recently sunk by *The Dnieper*. *The St. Kilda's* cargo is said to have consisted of rice, hemp, and cotton. Assuming that one of these commodities may, in certain circumstances, be regarded as contraband, the modern rule of international law appears to be that in the case of the seizure of a neutral vessel on the high seas having contraband goods on board, the ship, and that part of its cargo which is not contraband, should be allowed to go free except when one or both pertain to the owner of the contraband articles or where false papers and a false destination are proved. Where such proof is forthcoming, a Prize Court may possibly order a confiscation of the ship as well as the cargo. But it would be necessary in the proceedings before the Prize Court to shew, not merely that the nation whose ship had seized the vessel had included the goods on board in its own definition of what is "contraband," but that the goods came within the definition of "contraband" as adopted by the law of nations. But it can scarcely be disputed that Russia, by her own tortious act, has destroyed the evidence by which the nature of the case would be established, and has, therefore, no ground of complaint if every presumption to her disadvantage should be adopted.

#### The Draft New R. S. C.

WE PRINT elsewhere a batch of draft new Rules of the Supreme Court, which are published pursuant to the Rules Publication Act, 1893. A new rule is added to order 22 (Payment into Court, &c.), under which, where an action is remitted to a county court, money standing to the credit of the action may be remitted to the registrar of the county court. Two of the new rules are intended to supply omissions which are the result of the present practice of dispensing with a reply unless specially ordered. Thus ord. 22, r. 7, under which a plaintiff may accept in satisfaction money paid into court, is altered so as to allow this to be done, when payment is first signified in a defence, and no reply is ordered, within ten days from delivery of the defence. Similarly rule 2 of order 28 (Amendment), which allows amendment of a statement of claim, without leave, once before reply, is altered so as to allow amendment, if no reply is ordered, within ten days from delivery of the defence. Ord. 31, r. 26 (Security for Costs of Discovery) is altered so as, apparently, to enable security to be required, in the case of an application for discovery by interrogatories, upon making the application, instead of upon delivery of the interrogatories. In the case of appeals to a judge from an order of a district registrar (ord. 35, r. 9) there are to be two clear days between the service of the notice of appeal and the day of hearing, and the time for appealing is extended from six to seven days. Garnishee orders  *nisi* obtained *ex parte* under ord. 45, r. 1 are to be served on the garnishee or his solicitor, and, unless dispensed with by order, on the judgment debtor or his solicitor, at least seven days before the hearing of the application for the absolute order. And in order 54, there is added to rule 21 (Appeal from Master) a provision that, unless otherwise ordered, there shall be at least one clear day between service of the notice of appeal and the day of hearing, and the time for appealing is extended from four days to five.

#### Taking Copies of Documents Produced for Inspection.

THE MOST interesting of the changes proposed by the draft new rules is one that appears to have been suggested by the recent decision of the Court of Appeal in *Ormerod, Grierson, & Co.*

v. *St. George's Ironworks* (53 W. R. 502). An order for the production of documents for inspection has hitherto been in the form No. 18 of R. S. C., App. K., and it orders that the party inspecting shall "be at liberty to inspect and peruse the documents so produced, and to take copies and abstracts thereof and extracts therefrom." In the case just mentioned an attempt was made to shew that the right to take copies meant only that the party inspecting was entitled to "take" copies which had been made at his request by the opposite solicitor, and, in support of this contention, reference was made to sub-rule 18 of ord. 65, r. 27, which commences: "As to taking copies of documents in possession of another party," and then proceeds to prescribe the rate at which payment for such copies is to be made to the solicitor of the party producing the document. The language of the rule furnished a plausible argument that when a party was entitled to "take copies" under the common form of order for inspection, he was similarly to bespeak copies from the opposite solicitor and pay for them at the prescribed rate. But in view of *Mutter v. Eastern and Midland Railway Co.* (36 W. R. 401, 38 Ch. D. 92), where it was held that a right to inspect a register of debenture stockholders involved a right to take copies, and of the practice prior to the Judicature Acts, under which an order for inspection of documents gave a similar right, the Court of Appeal found it difficult to allow that the rule had the effect contended for, and that it abolished the right of the inspecting party to take copies on his own account. It is now proposed, however, to settle the practice in the manner contended for in *Ormerod, Grierson, & Co. v. St. George's Ironworks (Limited)*, and form No. 18 of Appendix K is to be altered so as to give the inspecting party the right "to inspect and peruse the documents so produced and to make notes of their contents and . . . to be supplied with copies thereof on payment therefor at the rate prescribed by ord. 65, r. 27 (18)."

#### The New County Court Rules.

WE PRINT elsewhere a set of new County Court Rules which are to come into operation on the 1st of July. New forms of affidavit are prescribed for use where special leave is required under section 74 of the County Courts Act, 1888, as to the court in which an action may be commenced against a domestic servant or working man, and a few other changes of minor importance are made. But the most important of the new rules are those which relate to the extended jurisdiction under the Act of 1903, and to the jurisdiction under the Licensing Act, 1904. The exercise of the extended jurisdiction is at present regulated by order 22a, and in certain cases an action commenced in "the home court" is required to be sent to a "foreign court" for trial, and, after the action has been disposed of and the costs taxed, the registrar of the foreign court is directed by rule 26 to transmit all the documents in the action, with the judgment and the certificate on taxation, to the registrar of the home court, and the subsequent proceedings are then taken in the home court. But there were no rules prescribing what was to be done with the "record" in the event of an application for a new trial or of an appeal. This omission is now supplied by the new rules: ord. 22a, rr. 26a and 26b. The former prescribes that an application for a new trial shall be made to the foreign court, and, if granted, the new trial is to take place in that court. If the papers have been already sent to the home court before notice of the application, they are to be sent back to the foreign court. If the notice is given before they have been sent, they are still to be transmitted to the home registrar unless the proceedings are stayed. Rule 26b contains similar provisions with respect to dealing with the papers in the event of an appeal.

#### Division in the County Court of Compensation under the Licensing Act, 1904.

THE NEW County Court Rules regulating the exercise of the jurisdiction under the Licensing Act, 1904, deal with a matter which may prove to make a considerable addition to county court business. Section 2 of the Act provides for payment of compensation in certain cases of non-renewal of licences, and the amount of compensation, when agreed by the parties and approved by quarter sessions, or, in default of such agreement

and approval, when determined by the Inland Revenue Commissioners, subject to an appeal to the High Court, is to be divided among the persons interested in the licensed premises in such shares as may be determined by quarter sessions. Then sub-section 3 provides that if, on the division of the compensation, any question arises which quarter sessions consider can be more conveniently determined by the county court, they may refer that question to the county court in accordance with rules of court to be made for the purpose. It is under this provision that the present rules under order 50 are issued. The court having jurisdiction is the court in the district of which the licensed premises are situate. The reference is to be in the form of an order of the compensation authority which is to state concisely the question referred, and the circumstances in which it arises, and any facts found by the authority in relation thereto. The reference will confer upon the county court jurisdiction to deal with the matter, but the court will not be put in motion until some person claiming to be interested in the compensation files a petition. This will pray for the direction of the court with reference to the question, and the rights of all persons interested in the determination thereof. All persons known to the petitioner as persons claiming to be interested in the determination of the question will be made respondents. The petition is to be heard at a court to be held within twenty-eight days from filing, and, subject to the special provisions of the rules, the procedure is to be the same as on any other petition to the court. The costs are to be in the discretion of the judge, who may order them to be paid out of the compensation money, or, if the question referred relates only to a share, out of such share, or to be paid by any party to the proceedings to any other party. The proceedings will probably often relate to considerable sums of money, and power is given to allow to solicitors (up to certain maxima) and to counsel fees in excess of the usual county court scale fees.

#### Liability of Agent to Protect Goods of Principal from Taxation.

THE JUDICIAL Committee of the Privy Council has recently, in the case of *The Commonwealth Portland Cement Co. v. Weber*, given a decision upon the liability of mercantile agents which may be read with interest by the merchants and importers of the City of London. The defendants were shipping agents of Sydney, New South Wales, and entered into a contract by letter with the plaintiffs to pass certain new machinery, which was expected to arrive by a vessel called *The Karlsruhe*, through the Custom House. Under the then existing law machinery was not liable to duty if passed at Sydney within twenty-four hours of the ship being reported. *The Karlsruhe* was reported at 9.10 a.m. on the 8th of October. On that day a new tariff Bill was laid before the Legislative Chamber by the Government, and came into operation at 4 p.m. on that day, by which time the machinery had not passed through the Custom House. It was common knowledge at the time of the arrival of the goods that the Government had in contemplation a new Customs Act whereby the goods might be made subject to duty. It was proved that there was ample time to pass the ship through the customs on the day on which the ship was reported before the duty became chargeable. The plaintiffs having become liable to the payment of the duty, which amounted to a large sum, contended that the defendants were under a legal obligation to pay attention to what the Government might or might not do as regards altering the customs duties and were as agents liable in damages to the amount of the duty which the plaintiffs were compelled to pay. The Judicial Committee were of opinion that the defendants were under no such liability. It was clear that the payment of duties was not contemplated by either party. The defendants, as mercantile agents, were bound to exercise reasonable diligence in entering and clearing the goods, but there was no evidence of any duty on their part to take any steps to protect the goods from taxation, nor did it appear that the plaintiffs had ever for this purpose requested them to expedite the clearing of the goods. This decision will command general approval. The case was quite out of the ordinary course, and it was for the plaintiffs, as importers of the goods, to consider their liability to taxation and to make any special arrangements which might be expedient under the circumstances.

#### The Criminal Cases (Reservation of Points of Law) Bill.

AN IMPORTANT amendment has been made in Committee of the House of Lords in the Criminal Cases (Reservation of Points of Law) Bill. It is now provided that where it appears to the court, on the hearing of any case stated, that it is desirable that the prisoner should be represented by counsel, the court may, if they think fit, certify that the prisoner may have legal aid, and the expenses of such legal aid may be paid in the same manner as the costs of the prosecution. This is undoubtedly a valuable provision. It should be always remembered that a point raised in one of these cases may affect the liberty of many persons, and that it does not concern only the prisoner in the particular case. It is a most unfortunate thing when these cases are not properly argued before the court. It too often happens, however, that no counsel is instructed for the prisoner, and sometimes no counsel appears on either side. This ought not to be allowed where the liberty of many persons in the future may depend on the decision; and there can be little doubt that there are decisions to be found in the reports, and which are necessarily followed by the criminal courts, which would have been different if the points had been properly argued. The recent case of *Rex v. Osborns* (53 W. R. 494) is an excellent example of the far-reaching effect which such cases may have. Although the decision as to the admissibility of evidence of the terms of the complaint of a girl said to have been assaulted, was only given last February, probably the case has already been followed in many scores of cases. That case was ably argued, but if the defendant had been unable to bear the expense, the court would have had to decide the very important point without the assistance of counsel for one side. As the amending clause stands, it is not easy to see how it will work in practice without considerable delay. It appears that it is only the Court for the Consideration of Crown Cases Reserved "on the hearing" which can certify for legal aid. This seems to involve necessarily an adjournment to enable counsel to be instructed. Now it is agreed universally that one of the greatest objections to all forms of appeal in criminal matters is the delay involved. Punishment should be swift, as well as sure, if it is to serve as an example in like cases. All unnecessary delays, therefore, should be avoided, and it seems quite easy to avoid this delay and also to save the time of the court. It is only necessary to give power to the judge who states the case to certify for counsel to effect this. Then the case will come before the High Court ready to be heard.

#### Unlawful Seizure of a Debtor's Goods.

A CURIOUS charge was recently investigated at the Harleden Petty Sessions; a theatrical agent having been accused of stealing property consisting of dresses, stage jewellery, and the manuscript of several plays belonging to an actress who had become the lessee of a suburban theatre. It appeared that several of the players, who had been unable to obtain payment of their salaries, had requested the defendant to seize and carry away the goods of the lessee with the view of holding them as a security for what was due, and the defendant had accordingly employed a carman, who went to her lodgings, took away the goods, and stored them in a shed. The creditors seem to have acted in much the same manner as ANDREW FAIRSERVICE in Rob Roy. It will be remembered that ANDREW, having a claim against Squire THORNHILL OSBALDISTON for money lent, took the squire's mare across the border into Scotland, explaining that he had arrested it "*jurisdictionis fundanda causa*." It is scarcely credible that educated Englishmen should suppose that unsecured creditors could strengthen their position by seizing the property of their debtor by force. In the case of liens the law has long ago decided that for a lien, to arise the creditor must have taken possession of the debtor's property lawfully, and if such possession is obtained by violence, misrepresentation, or fraud, the creditor cannot claim a lien, even though, had he obtained possession of the same rightfully and fairly, a lien would have arisen, for a lien cannot be acquired by a wrongful act. It may even be doubted whether a time will not come when landlords may be deprived by the Legislature of their right of distress—a remedy which is open to the objection that it may be exercised by the creditor without the sanction of a court of law.

## The Craze for Picture-cards.

WE CONTINUE to read that persons accused of larceny, or in Scottish legal phraseology, "of taking goods thievously," urge in mitigation of their offence that they acted under an uncontrollable impulse, or, in short, could not help acting in the way they did. We have no reason to suppose that this excuse did not occur to many persons in an earlier period of English history, though it was probably dealt with in a more hasty fashion than at the present day, owing to the rougher manners of our ancestors. We believe that one EUGENE ARAM, whose life and death furnished the first Lord LYTTON with part of the material for one of his well-known novels, was supposed to have been led astray by a desire to obtain money wherewith he might purchase books. Book-stealing is common enough at the present day, but stolen books are hard to sell, and sell for so little, that we have often wondered whether the thief intended the books for his own perusal and had no thought of turning them into money. In a case recently before the Marlborough-street police magistrate the prisoner was charged with the theft of thirty-eight picture-cards from a shop near Leicester-square. The only defence was that he was a respectable man, who had succumbed to a craze for these cards and could not help taking them, hoarding them up to no purpose, and not making money by them. He was sentenced to imprisonment, and we shall probably hear with the progress of fashion that, while picture-cards have ceased to lead people into temptation, some other plaything is equally efficacious in this respect. The crime of larceny has undoubtedly been affected by the vast increase in the quantity and value of moveable property and ornaments which has been going on in the United Kingdom during the last century.

## A New Legal Adviser.

WE OBSERVE in a recent issue of the *Architect* a notice that, in view of the many difficulties which continue to arise in connection with the law, practice, rules, &c., under the Workmen's Compensation Act, "we have added to our staff a very eminent barrister who has made the subject a special study, and will be glad to answer in the columns of this paper any questions relating to the complicated matters arising from the provisions of this difficult Act. Our legal adviser will further answer any legal question that may be of interest to our readers. All letters must be addressed 'Legal Adviser,' &c." We have read this communication with some surprise, and, without wishing in any way to dispute the eminence of the unknown barrister, we cannot help wondering what would be said if he were himself to insert a notice in a newspaper, with his name and address, saying that he was prepared to give gratuitous legal advice upon any legal question. Does the fact that he does not communicate in his own name with the public, but allows the journal which has employed him to make a communication on his behalf, make any material difference? It will be observed that the advice is not restricted to the poorer sort of folk, but is offered to all readers of the journal.

A concert in aid of the Metropolitan Discharged Prisoners' Aid Society will be held in the Queen's Hall, Portland-place, on Thursday evening, under the patronage of Adeline, Duchess of Bedford, Viscountess Clifden, Lady Cecil Scott-Montagu, Lady Jane Kenney-Herbert, Lady Dimsdale, the Lord Chief Justice, Mr. Akers-Douglas, M.P., and a number of the judges.

Mr. Crabb Watt, K.C., says the *Evening Standard*, retired from a case in the Edinburgh Court of Session on the 16th inst., after a conflict with the judge, Lord Johnston. In the course of the case Lord Johnston commented more than once upon the paltry character of the action. Matters reached a head when the judge complained that no evidence had been submitted bearing upon the value of certain goods which it was alleged had been unlawfully seized. Mr. Crabb Watt said he had endeavoured to lead such evidence, but had been stopped by his lordship. Lord Johnston replied that he had done nothing of the kind. Mr. Crabb Watt.—With deference, my lord, you did. Lord Johnston.—I certainly did not. Mr. Crabb Watt asked his lordship to note what had occurred, so that in the event of an appeal a record would be available, adding that the matter was one of importance. Lord Johnston replied that there was nothing of importance in the case. Mr. Crabb Watt pressed his suggestions, but Lord Johnston took no further notice of the request and proceeded to put a witness on oath. Mr. Crabb Watt thereupon stated that, in view of what had occurred, he could take no further part in the case. Members of the Scottish bar had an informal council of war after the incident, and it is regarded as possible that the Faculty of Advocates may take the matter into consideration.

## Impounding a Beneficiary's Interest to Make Good a Breach of Trust.

It is usual now to regard the liability of a *cestui que trust* concurring in a breach of trust to have his interest impounded as depending upon the enactment of section 45 of the Trustee Act, 1893, which replaces section 6 of the Trustee Act, 1883, but the recent case of *Fletcher v. Collis* (53 W. R. 518) shews that the limitations on the statutory provision may, under special circumstances, make it necessary to have recourse to the original rule of equity upon which that provision is founded. Section 45 of the Act of 1893 provides that, where a trustee commits a breach of trust at the instigation or request or with the consent in writing of a beneficiary, the court may, if it thinks fit, and notwithstanding that the beneficiary may be a married woman entitled for her separate use and restrained from anticipation, make such order as to the court seems just for impounding all or any part of the interest of the beneficiary in the trust estate by way of indemnity to the trustee or person claiming through him. It was held in *Griffiths v. Hughes* (40 W. R. 524; 1892, 3 Ch. 105) that the words "in writing" referred only to "consent," and that consequently the statute applied where a beneficiary had verbally instigated or requested a breach of trust. But in the present case the allegation against the tenant for life was that he had consented to a breach of trust, although not in writing, and, since the statute clearly did not apply, it was necessary to consider whether he was liable to have his life interest impounded to make good the breach of trust under the rule in equity apart from the statute.

The facts were briefly as follows: By a marriage settlement made in 1881 a fund of £3,100 was vested in trustees upon trust for the husband, Mr. FLETCHER, for life, remainder to the wife for life, remainder for the children of the marriage. In 1885 the investments of the fund were sold by the trustees with the written consent of the husband, and the whole of the proceeds were, in his presence, paid over to the wife. The husband admitted that he knew it was intended that she should retain £1,000 for her own use, but as to the balance he alleged that he understood it was at some time or other to be reinvested. In 1891 Mr. FLETCHER was adjudicated bankrupt, and in August of the same year the action was commenced by the children of the marriage by their next friend to enforce the liability of the trustees for the breach of trust which they had committed. During the proceedings one of the trustees, COLLIS, died, but ultimately the whole of the £3,100 was replaced by him or out of his estate, and was paid into court. The question was then raised whether the income of the fund was to be paid to the husband's trustee in bankruptcy, or whether the whole or any part of it was to be paid to the estate of COLLIS. KEKEWICH, J., accepted the statement of the husband that he understood that all the fund except £1,000 was going to be reinvested, and he treated the husband as having consented to the breach of trust only to the extent of £1,000. Hence he ordered that the income of £1,000 should be impounded to make good the breach of trust and that this income should be paid to COLLIS's estate. The balance of the income was to go to the husband's trustee in bankruptcy. The Court of Appeal discarded the distinction between the £1,000 and the rest of the fund. Whether the balance was to be reinvested or not, the payment of the whole fund to the wife was a breach of trust with respect to the whole, and as this was done with the husband's consent he was liable to be deprived of his income from the whole fund, and his trustee in bankruptcy, of course, claiming through him, was in the same position.

It thus appears that the trustee's right to call upon a *cestui que trust* to indemnify him against a breach of trust goes further under the equitable rule than under the statute, and the Court of Appeal in arriving at this result gave an interesting exposition of the principles upon which the rule is founded. An early statement of the rule is contained in Lord HARDWICKE's judgment in *Trafford v. Boehm* (3 Atk. p. 444): "The rule of the court in all cases is, that if a trustee errs in the management of a trust, and is guilty of a breach, yet if he goes out of the trust with the approbation of the *cestui que trust* it must be made good first out of the estate of the person who consented to

it." In *Walker v. Symonds* (3 Swanst., p. 64) Lord ELDON put the matter somewhat differently: "It is established by all the cases, that if the *cestui que trust* joins with the trustees in that which is a breach of trust, knowing the circumstances, such a *cestui que trust* can never complain of such a breach of trust." The distinction between these two *dicta* will be adverted to later.

It has been argued, however, that the rule applies only where the *cestui que trust* has received some benefit from the trust, and the idea of benefit received is embodied in the judgment of TURNER, L.J., in *Raby v. Ridehalgh* (7 D. M. & G., p. 109): "The effect, I apprehend, must be that, as the loss which ought to fall on those who instigated the breach of trust has been laid by the court upon the trustees, the trustees are entitled to stand in the place of the *cestuis que trust* in remainder, for the purpose of recovering against the *cestuis que trust* for life who instigated the breach of trust, or their estates, the benefit actually received by them in consequence of such breach of trust." But this case was examined by the Court of Appeal in *Chillingworth v. Chambers* (44 W. R. 388; 1896, 1 Ch. 655), and upon consideration of the actual decision LINDLEY, L.J., held that it did not go so far as to settle that the liability of the concurring *cestui que trust* was limited by the benefit which he derived personally from the breach of trust. "Suppose," said LINDLEY, L.J., "a *cestui que trust* in remainder to induce his trustees to commit a breach of trust for the benefit of the tenant for life—perhaps his own father or mother—can such remainderman compel the trustees to make good the loss or resist their claim to have it made good out of his interest when it falls in, if some other *cestui que trust* compels them to make the loss good. I apprehend not; and yet in the case supposed the *cestui que trust* in remainder might not himself have derived any benefit at all from the breach of trust."

The personal benefit of the concurring *cestui que trust* is not, therefore, the test of his liability in respect of the breach of trust, but the *dicta* which have been cited above from *Trafford v. Boehm* and *Walker v. Symonds* suggest that there are two ways in which this liability can be enforced, and each way may be suited to its own appropriate circumstances. Thus the *cestui que trust* may either be liable to have his interest in the trust estate impounded to reimburse the trustee who has been compelled to make good the breach of trust, or he may simply be debarred from himself making a claim against the trustee or from profiting from a claim made by other *cestuis que trust*. And this distinction accounts, as ROMER, L.J., pointed out in the present case, for a *dictum* of CHITTY, J., in *Sawyer v. Sawyer* (33 W. R. 403, 28 Ch. D., p. 598). In that case the trustees claimed to retain the income of a tenant for life who had consented to a breach of trust, but CHITTY, J., held that mere consent did not give them the right. "I hold," he said, "that the law is, that for the trustees to be entitled to the order which they now ask against the estate of the tenant for life, it must be shewn that the breach of trust was committed at the instance and request of the *cestuis que trust*. I make no distinction between instigation and request, but it must be shewn clearly that the breach of trust was instigated by them, and that they were acting and moving parties in it. It strikes me as a novelty in law, and a proposition not founded on principle, to say that the person who merely consents is bound to do more than what he says he consents to do. It does not mean that he makes himself personally liable, nor does he render any property liable to make it good."

The importance of these observations lies in the concluding words. A *cestui que trust* who consents to a breach of trust does not render his beneficial interest in the property liable to make good the breach of trust; that is, the liability is less than it is under the statute in a case where the consent is given in writing. In that case the court may, as we have seen, make an order "for impounding all or any part of the interest of the beneficiary in the trust estate by way of indemnity to the trustee." But where there is no consent in writing, his interest is not liable to be impounded, at any rate where he receives no personal benefit from the breach of trust. This was clearly put by ROMER, L.J.: "If a beneficiary claiming under a trust does not instigate or

request a breach of trust, is not the active moving party towards it, but merely consents to it, and he obtains no personal benefit from it, then his interest in the trust estate would not be impoundable in order to indemnify the trustee liable to make good loss occasioned by the breach, even though the trustee derived no benefit himself from the breach."

But though under such circumstances the trustee cannot impound the *cestui que trust's* beneficial interest in the trust estate, it does not follow that he is without remedy. The principle of the *dictum* in *Walker v. Symonds* (*supra*) applies, and the trustee can take advantage of the fact that the consenting *cestui que trust* is debarred from making any claim against him. This principle was illustrated with great clearness by ROMER, L.J., in his judgment in the present case, and the result is that, where the trustee has been compelled at the instance of other *cestuis que trust* to make good the loss occasioned by the breach of trust, the consenting *cestui que trust* cannot claim to benefit by the replacing of the trust fund. Thus, if there is a trust fund of £3,000, and the tenant for life has consented to a breach of trust which involves a loss of £1,000, upon the loss being made good and the £1,000 replaced by the trustees, the trustees are not entitled to impound the entire life interest of the tenant for life. On the other hand, the tenant for life is not entitled to benefit by the replacing of the £1,000. The result is that he will continue to receive the income of the £2,000, but as to the £1,000 there will be no beneficiary entitled, and, during the life of the tenant for life, the income of this part of the fund will belong to the trustees who have found it. In the present case it was not necessary to make this distinction, since, as already stated, the Court of Appeal held that the tenant for life was a consenting party to a breach of trust which involved the loss of the entire trust fund. Consequently the trustee's estate was entitled during the life tenancy to the income of the entire fund, not by way of impounding, but because the tenant for life, and his trustee in bankruptcy through him, were debarred from claiming any benefit from the fund replaced by the trustee.

It may be noticed that *Re Somerset* (42 W. R. 145; 1894, 1 Ch. 231) was referred to in the Court of Appeal as an instance of the above principle, but this seems to be an error. The tenant for life was refused relief in that case because he was barred by the Statute of Limitations, not upon the ground of consent to the breach of trust.

## A Wife's Right of Retainer as Executrix.

The decision of the Court of Appeal in *Re Ambler* (1905, 1 Ch. 697) is interesting both as an affirmation of the executor's right of retainer, notwithstanding section 10 of the Judicature Act, 1875, and as an allowance of that right in the case of a wife who is executrix to her husband, notwithstanding that in respect of the debt which she claims to retain she is postponed to other creditors by section 3 of the Married Women's Property Act, 1882.

The provision of section 10 of the Judicature Act, 1875, and the difficult course which the decisions on the section have pursued, are well known. The section provides that, in the administration of insolvent estates, the same rules shall prevail and be observed as to the respective rights of secured and unsecured creditors, and as to the debts and liabilities proveable, as may be in force for the time being under the law of bankruptcy with respect to bankrupt estates. At first there was a tendency to restrict the operation of this enactment. Undue stress was laid on the words "as to the respective rights of secured and unsecured creditors," and it was held to apply only where the rights of secured creditors as a class conflicted with those of unsecured creditors as a class. Thus it abolished the right which a secured creditor had in administration to prove for his debt and realize his security at the same time, and its effect was said to be limited to this one change in the law of administration: *Re Withernsea Brickworks* (29 W. R. 178, 16 Ch. D. 337), *Lee v. Nuttall*, 27 W. R. 805, 12 Ch. D. 61). On the other hand, it was held that it did not abolish the executor's right of retainer (*Lee v.*

*Nuttall*), and that it did not vary the rights of unsecured creditors *inter se*. Consequently an unsecured creditor who had obtained judgment before judgment for administration was still entitled to priority over the other unsecured creditors: *Re Maggi* (30 W. R. 729, 20 Ch. D. 545).

But the principle that section 10 does not vary the rights of unsecured creditors *inter se* was discarded by the Court of Appeal in *Re Whitaker* (49 W. R. 166; 1901, 1 Ch. 69), and it was there pointed out that effect must be given to the words of section 10 extending the rules in bankruptcy to "debts and liabilities proveable." This involved the application of the bankruptcy rules to proveable debts as between any particular class of creditors, and it was held that a creditor under a voluntary bond was entitled, as in bankruptcy, to rank with other creditors, and was not to be postponed as under the former rule in administration. It was perceived at the same time that this was inconsistent with *Re Maggi*, and that case was in effect overruled by *Re Whitaker*.

Having regard to the wider construction placed on section 10 in *Re Whitaker*, it would have been not unnatural for the Court of Appeal to take an opportunity of reconsidering the decision in *Lee v. Nuttall* in favour of the continuance of the executor's right of retainer. The judgments delivered in *Lee v. Nuttall* were very brief. That of JAMES, L.J., was founded upon a construction of section 10 which is now admitted to be wrong, and BAGGALLAY and THESIGER, L.J.J., simply concurred. Possibly the Court of Appeal is not competent to overrule the specific point decided in *Lee v. Nuttall*, and this may be the reason why in the present case of *Re Ambler* (*supra*) the continued existence of the executor's right of retainer has been accepted without question. We have the curious result that the decision in *Lee v. Nuttall* stands, although the view of section 10 on which it was based has been abandoned.

Allowing then that in ordinary cases an executor has a right to retain the assets to satisfy his own debt as against other creditors of the same rank, it was necessary in *Re Ambler* (*supra*) to decide whether the right still existed when the executor was under a special statutory disability in respect of the debt. By section 3 of the Married Women's Property Act, 1882, it is provided that when a wife has made a loan to her husband for the purpose of his business she shall not be allowed a dividend in his bankruptcy until the claims of other creditors for valuable consideration have been satisfied. In *Re Ambler* a wife had made such a loan to her husband. The husband had died insolvent, having appointed his wife his executrix. The effect of section 10 of the Judicature Act, 1875, and of section 3 of the Married Women's Property Act, 1882, in a case where the widow was not executrix, was considered in *Re Leng* (43 W. R. 406; 1895, 1 Ch. 652), and it was held that, although section 3 of the latter Act applied only in bankruptcy, yet the effect of section 10 of the former Act was to extend section 3 to administration also, and hence the widow's claim was postponed to the claims of other creditors.

What then is to be the result when the widow is executrix of her husband? It is to be assumed that, if her debt were entitled to rank with other debts, she would be enabled to exercise the executor's right of retainer and pay herself first. Is she still entitled to do so when the Legislature has expressly postponed her debt? The Court of Appeal have held that she is, and have approved the decision of NORTH, J., to the same effect in *Re May* (38 W. R. 765, 45 Ch. D. 499) for the reason that section 10 does not affect the right of retainer, and hence, when the rule of section 3 of the Married Women's Property Act, 1882, is introduced into administration by section 10 it is still subject to such right. STIRLING, L.J., appears to have acquiesced in this result with difficulty, and it can hardly be regarded as satisfactory. The effect of the statute is to postpone the widow to other creditors, and yet by the accident of her being executrix she is preferred. It may be said that the anomaly is of the same kind as when an executor prefers himself to other creditors of equal degree; the only difference is that the injustice is more marked. Possibly this may be so, and it would be desirable for the question of the executor's right of retainer to be discussed anew in the light of recent cases. But it is clear that this will not now be done by the Court of Appeal.

## Reviews

### Conveyancing.

AN ENCYCLOPÆDIA OF FORMS AND PRECEDENTS OTHER THAN COURT FORMS. By Eminent Conveyancing and Commercial Counsel, under the General Editorship of ARTHUR UNDERHILL, M.A., LL.D., assisted by CHARLES OTTO BLAGDEN, M.A., WILLIAM E. C. BAYNES, M.A., LL.M., VALE NICOLAS, and HORACE FREEMAN, M.A., Barristers-at-Law. VOL. VII.: INVENTIONS TO LANDLORD AND TENANT. VOL. VIII.: LANDS AND RAILWAYS CLAUSES ACTS TO MORTGAGES. Butterworth & Co.

The first of these volumes is practically devoted to the subject of landlord and tenant, though there are at the commencement of it some useful precedents relative to dealings with secret processes and some land improvement forms. The important subject first-named is dealt with very thoroughly both in the way of exposition and precedent. The so-called "preliminary note," which occupies 112 pages, is a careful and complete practical exposition of the law so far as it relates to the effect of the various instruments of which forms are subsequently given. The length of the note arises from the multiplicity of the points to be considered; there is no diffuseness, and the arrangement of matter is eminently logical and convenient. It would hardly be possible, for instance, to condense the subjects of the distinction between leases and licences and between agreements and leases, with which the treatise (as we will venture to call it) opens, into less space than is occupied in this volume, or, we will add, to express the law more clearly. Again, in the section relating to "the rights of intended lessee as to title" readers will find information which is not always remembered by solicitors acting for intending lessees. Each portion of a lease is fully discussed with a view to its legal effect, and on a subject as to which practitioners are constantly being consulted by clients—the liability of the lessee for payment of paving, sanitary, and other works executed by or under the requirements of local authorities—the information given is fuller and more complete than we remember to have seen in any other treatise. Not only is the effect of the principal enactments under which these expenses are incurred given, but the difficult and embarrassing series of cases as to the liability of the lessee are elaborately dissected. It is worth while to quote the conclusion of the writer on part of the subject as a sample of his method. He says: "It seems safe to say that the distinction laid down in *Tidswell v. Whitworth* (L. R. 2 C. P. 326) between sums of money directly imposed in respect of premises, and sums of money payable by the landlord in performing his duty, or in consequence of a breach of duty, is no longer tenable, and that both that case and *Rawlins v. Briggs* (3 C. P. D. 368) are overruled. The words 'duties,' 'outgoings,' and 'impositions' all have the same effect; and 'charges,' too, has been placed on the same footing (*George v. Coates*, 88 L. T. 48; cf. *Smith v. Robinson*, 1893, 2 Q. B. 53); and it makes no difference whether the covenant speaks of them as being imposed or payable 'in respect of the premises or on the landlord or tenant in respect thereof,' or as being imposed simply 'in respect of the premises.' Whichever form is used, and whether the word be 'duties,' 'outgoings,' 'impositions,' or 'charges,' the effect will be to throw upon the tenant all expenses under the above and similar enactments."

The other covenants contained in leases are dealt with with equal care and clearness, and subsequently the subjects of leases by limited owners and persons under disability and leases under powers are discussed. The section on leases under powers is hardly up to the mark of the rest as regards completeness, no doubt owing to the consideration that such leases are largely superseded by leases by the tenant for life under his statutory power. Then follow useful sections on special tenancies, such as those under building leases and agreements, sporting leases, and agricultural tenancies, under which last head the substance of the statutory provisions with respect to the rights of the tenant of an agricultural holding on quitting are given. Altogether we think this introductory note an excellent piece of work.

As to the precedents and forms which follow, there can at all events be no complaint as to their variety, since there are no fewer than 226, divided into executory agreements for leases; residential tenancies (including town houses, flats and parts of houses, and country houses); building agreements and leases; tenancies of trade and business firms (including public-houses); agricultural leases and sporting and recreation leases.

The eighth volume contains the completion of the landlord and tenant division, under the heading of Mining Leases and Licences, giving forms of those leases adopted in different parts of the country. These are instruments which are being added to and altered from time to time in practice, and we observe that in the South Yorkshire lease the editors have got (p. 337) the subsidence clause, which is one

of the latest of the modifications, and has, we believe, come into general use.

This volume also contains, among other matters, a very useful division relating to local authorities, in which there will be found eight precedents of mortgages by various classes of local authorities. Mr. P. S. Gregory's name is a sufficient guarantee for the efficacy of these forms.

We have left ourselves little room to notice the heading of "Mortgages and other Contractual Securities," which has been the special charge of Mr. Underhill, and which is exceptionally useful. It need hardly be said that the preliminary note by the editor of Fisher on the Law of Mortgages is complete and accurate from a practical point of view, and since the precedents and forms number 211, there can be few practitioners in search of a form who will be turned empty away.

We are bound to say that the present two volumes reach a high level of excellence.

### Constitutional Law

CONSTITUTIONAL LAW OF ENGLAND. By EDWARD WAVELL RIDGES, Barrister-at-Law. Stevens & Sons (Limited).

The object of this work is to enable the student of English Constitutional Law to obtain a comprehensive and succinct view of English legislative, executive, and judicial institutions, both at home and in the wider dominions and dependencies of the Crown over-sea. To the attainment of the object Mr. Ridges has devoted himself with much industry and ability, and he has produced a book which will rank high as a practical guide on matters constitutional and political. The four great statutory landmarks of the English Constitution—Magna Carta, the Petition of Rights, the Bill of Rights, and the Act of Settlement—are duly explained at the commencement, and in tracing the origin of our institutions there is of necessity frequent recourse to early history; but the feature of the book is that it treats of constitutional questions from the point of view of the present day, and it aims at assisting in the solution of problems which are now of practical importance and interest. Thus the question of federation is prefaced by an account of the American Commonwealth and the Swiss Federation, and Imperial Federation is discussed from the English and the Colonial standpoint. Part II., which deals with the Legislature and the Public Revenue, contains an instructive account of the procedure in respect of public, private, and money bills, and the chapter on the public revenue gives very clearly and concisely the items out of which the present revenue of over 150 millions is made up. Another matter in which Mr. Ridges furnishes a useful summary is the rise of the Cabinet system and the present distribution of administrative functions among the members of the Cabinet. Part IV. deals with the Judiciary, and traces the rise of English judicial institutions from the earliest times, and at the same time it is modern enough to give the enlarged jurisdiction of the county courts under the County Courts Act, 1903, and the changes in the superior courts which have been effected by the Judicature Acts. Part V. groups together the Church, the Navy, and the Army, including in the chapter on the army a statement of the latest scheme of army reform; and Part VI., under the heading "Countries Subject to the Laws of England," includes a useful summary of the various classes of Colonies and an account of the constitutional position of the Indian Empire. An important question of present interest is touched in Appendix A, which states the existing methods of appeal in criminal cases, and gives an outline of the *Beck case* and of the report of the Beck Committee. The book is an able and practical contribution to the study of constitutional law.

### Books of the Week.

The Law Reports of the Incorporated Council of Law Reporting in Ireland, the Irish Law Times Reports, and the Irish Law Times and Solicitors' Journal. Digest of Cases Decided by the Superior and Other Courts in Ireland from the Commencement of Hilary Sittings, 1894, to the End of Michaelmas Sittings, 1903. Compiled by WILLIAM COTTER STUBBS, M.A., Barrister-at-Law. Stevens & Sons (Limited).

The Consumer's Handbook of the Law Relating to Gas, Water, and Electric Lighting. By LAWRENCE DUCKWORTH, Barrister-at-Law. Third Edition, Revised. Effingham Wilson.

The Law and Practice Relating to Patents, Trade-marks, and Designs. By DAVID FULTON, Barrister-at-Law. Third Edition. Jordan & Sons (Limited).

The resignation of Sir Frederick Richard Falkiner, K.C., the Recorder of Dublin, is announced, and is to take effect on Saturday next. He was appointed in 1876.

### New Orders, &c.

#### Rules of the Supreme Court (June), 1905.

The following draft rules are published pursuant to the Rules Publication Act, 1883:

##### Order XXII., Rule 13A.

2. Where an action has been remitted from the High Court of Justice to a County Court, the Registrar of the County Court to which the action has been remitted shall, on the request of either party to the action, apply to the Paymaster-General (such application to be in the Form in the appendix to these rules, or as nearly as may be) to transmit any money standing to the credit of the action, to the said Registrar, and thereupon such money shall be so transmitted

##### Order XXII., Rule 7.

1. Order XXII., Rule 7, shall be read as if after the words "before reply" the following words were inserted:—  
"or where no reply is ordered within ten days from delivery of defence or the last of the defences."

##### Order XXVIII., Rule 2.

4. Order XXVIII., Rule 2, shall be read as if the following words were added thereto:—  
"or where defence is delivered but no order for reply is made within ten days from delivery of the defence or the last of the defences."

##### Order XXII., Rule 15A.

3. The provisions of Order XXII., Rule 15, shall be extended so as to apply before trial.

##### Order XXXI., Rule 26.

5. Order XXXI., Rule 26, in the second clause shall be read as follows:—

"Any party seeking discovery by interrogatories or otherwise may be ordered upon making application for discovery to pay into Court the sum of £5, or any less sum, and may be ordered further to pay into Court such additional sum as the Court or a judge shall direct."

##### Order XXXV., Rule 9A.

6. Order XXXV., Rule 9, shall be read as if the following words were added thereto:—

"There shall be at least two clear days between the service of the Notice of Appeal and the day of hearing";  
and as if  
"seven days" were substituted for "six days."

##### Order XLV., Rule 1A.

7. Order XLV., Rule 1, shall be read as if the following words were added thereto:—

"The Order nisi shall be served on the Garnishee or his Solicitor, and, unless dispensed with by order on the Judgment Debtor or his Solicitor, at least seven days before the day of hearing."

##### Order LIV., Rule 21A.

8. Order LIV., Rule 21, shall be read as if the following words were added thereto:—

"Unless otherwise ordered there shall be at least one clear day between service of the Notice of Appeal and the day of hearing";  
and as if  
"five days" were substituted for "four days."

##### Form No. 18, Appendix K.

9. Form No. 18 in Appendix K is hereby annulled, and the following form of Order for production and inspection of documents is substituted therefor:—

"Upon hearing \_\_\_\_\_ and upon reading the Affidavit of \_\_\_\_\_ filed the day of 19, \_\_\_\_\_ it is ordered that the \_\_\_\_\_ do at all reasonable times on reasonable notice produce at (insert place of inspection), situate at \_\_\_\_\_ the following documents, namely \_\_\_\_\_ and that the \_\_\_\_\_ be at liberty to inspect and peruse the documents so produced and to make notes of their contents and be entitled to be supplied with copies thereof on payment therefor at the rate prescribed by Order LXV., Rule 27 (18). In the meantime all further proceedings be stayed, and that the costs of this application be

"Dated the \_\_\_\_\_ day of 19."

10. These Rules may be cited as the Rules of the Supreme Court (June) 1905, and each Rule may be cited separately by the heading thereof with reference to the Rules of the Supreme Court, 1883. They shall come into operation on the 20th of July, 1905.

## APPENDIX.

## Form of Request.

In the County Court of holden at  
In the Matter of an action remitted from the High Court of Justice.

19. (Letter) No.

(A.B.)

Plaintiff.

(C.D.)

Defendant.

The above action having been remitted to and set down in this Court pursuant to an Order of ( ) dated the day of 19 , I hereby request that the sum of (£ ) paid into the High Court in this action be transmitted to this Court by cheque, payable to me and crossed to the account of (official account) at Bank (Seal of Court.)

(Signature of Registrar.)

Copies of the above Rules may be obtained on application at the Lord Chancellor's Office, House of Lords.

## The County Court Rules, 1905.

These Rules may be cited as the County Court Rules, 1905, or each Rule may be cited as if it had been one of the County Court Rules, 1903, and had been numbered therein by the number of the Order and Rule placed in the margin opposite such Rule.

An Order and Rule referred to by number in these Rules means the Order and Rule so numbered in the County Court Rules, 1903, or in the County Court Rules, 1904, as the case may be.

These Rules shall be read and construed as if they were contained in the County Court Rules, 1903. The forms in the Appendix shall be used as if they were contained in the Appendix to the County Court Rules, 1903, and when it is so expressed shall be used instead of the corresponding forms contained in such last-mentioned Appendix, or in the Appendix to the County Court Rules, 1904, as the case may be.

Where any Rule or form hereby annulled is referred to in any of the County Court Rules, 1903, or the County Court Rules, 1904, or in the Appendix to either of these Rules, the reference to such Rule or form shall be construed as referring to the Rule or form hereby prescribed to be used in lieu thereof.

## ORDER V.

## COMMENCEMENT OF ACTION.

1. Order V., Rule 13 (11).—(1.) The forms of affidavit numbered 8a and 10a in the Appendix to the County Court Rules, 1904, are hereby annulled, and the forms numbered 8a and 10b in the Appendix shall stand in lieu thereof.

Order V., Rule 13 (12).—(2.) No leave shall be granted under this rule unless the occupation or description of the proposed defendant is fully set out in the affidavit filed for the issue of the summons.

## ORDER VII.

## PLAINT NOTE AND SUMMONS. SERVICE. GUARDIANS AD LITEM.

Order VII., Rules 15 and 16 (Rules 6 and 7 of the County Court Rules, 1904), are hereby annulled, and the following rules shall stand in lieu thereof:—

2. Order VII., Rule 15.—Where persons are sued as partners in the name of their firm, the summons shall be served either upon any one or more of the partners, or at the principal place of the partnership business within the district of the court in the district of which the summons is to be served upon any person having or appearing to have at the time of service the control or management of the business there, and, subject to these rules, such service shall be deemed good service on the firm so sued, whether any of the members thereof are out of England and Wales or not, and no leave to issue a summons against the members of the firm out of England and Wales shall be necessary; provided that in the case of a co-partnership which has been dissolved to the knowledge of the plaintiff before the commencement of the action, the summons shall be served upon every person within England and Wales sought to be made liable.

3. Order VII., Rule 16.—Where one person carrying on business in a name or style other than his own name is sued in such name or style as if it were a firm name, the summons may be served either upon such person, or at the principal place of business of such person within the district of the court in the district of which the summons is to be served upon any person having or appearing to have at the time of service the control or management of the business there; and, subject to these rules, such service shall be deemed good service on the person so sued.

4. Amendment of Order VII., Rule 29a (4).—The following words shall be added to paragraph 4 of Order VII., Rule 29a (Rule 8 of the County Court Rules, 1904), viz.:—

And where the amount claimed exceeds £2 and does not exceed £10, the costs which may be entered on a default summons for the like amount to be served by a solicitor may be entered on the summons.

## ORDER XI.

## CLAIM FOR CONTRIBUTION OR INDEMNITY.

5. Amendment of Order XI., Rule 1.—Order XI., Rule 1, paragraph 2, is hereby annulled, and the following paragraph shall stand in lieu thereof, viz.:—

Where the original action has been commenced by default summons, the defendant shall not be entitled to serve a notice under this rule before he

gives notice of intention to defend, or, if the plaintiff is entered under the Summary Procedure on Bills of Exchange Act, 1855, before he obtains leave to defend; and where after notice of intention to defend or leave to defend has been given the defendant files a notice under this rule, the registrar shall on the filing of such notice seal and deliver to the defendant a duplicate of the notice of the day on which the action will be tried, and the defendant shall serve the same with the notice of his claim.

## ORDER XXII.

## TRIAL.

6. Order XXII., Rule 17.—The following paragraph shall be added to Order XXII., Rule 17, viz.:—

The expenses of any inspection under this rule shall be paid in the first instance by the party on whose application such inspection is made or ordered, or if inspection is made or ordered without such application, by the plaintiff; but the court shall have power to direct by whom such expenses shall be ultimately borne.

## ORDER XXIII.

## THE COUNTY COURTS ACT, 1903.

[3 Edw. 7, c. 42.]

Where Action commenced in one Court is to be tried in another Court.

7. Order XXIIa, Rule 26a.—(1.) An application for a new trial in an action sent for trial to a foreign court shall be made to the foreign court, and if such application is granted the new trial shall take place in that court.

(2.) A notice of an application for a new trial shall not operate as a stay of proceedings unless the judge otherwise orders.

(3.) If notice of an application for a new trial is given before the registrar of the foreign court has transmitted the documents in the action to the registrar of the home court in accordance with the last preceding rule, the registrar of the foreign court shall, unless proceedings are stayed, proceed in accordance with that rule, and shall transmit the notice to the registrar of the home court with the other documents in the action; and if proceedings are stayed, the registrar of the foreign court shall retain the documents in the action until the application is disposed of.

(4.) If notice of an application for a new trial is given after the registrar of the foreign court has transmitted the documents in the action to the registrar of the home court in accordance with the last preceding rule, the registrar of the foreign court shall forthwith transmit the notice to the registrar of the home court; and if proceedings are stayed, he shall give notice of such stay to the registrar of the home court.

(5.) Where the documents in the action have been transmitted to the registrar of the home court, he shall in sufficient time before the hearing of the application for a new trial re-transmit the documents to the registrar of the foreign court for use on such application.

(6.) When an application for a new trial has been heard or otherwise disposed of, then—

(a) If the application is refused or abandoned, the registrar of the foreign court shall proceed in accordance with the last preceding rule, and that rule shall apply to the subsequent proceedings in the action; and,

(b) if the application is granted, the registrar of the foreign court shall retain the documents in the action; and when the action has been re-tried or otherwise disposed of, he shall proceed in accordance with the last preceding rule, and that rule shall apply to the subsequent proceedings in the action.

(7.) Where notice of an application for a new trial is given, if any money paid into the foreign court and certified to the registrar of the home court, or any money paid into the home court under any execution or order in the action has not been paid out by the registrar of the home court at the time when he receives notice of the application, the registrar of the home court shall retain the same to abide the result of the application, or until the judge otherwise orders; and if the application is not made, such money shall, if required, be paid by the registrar of the home court to the parties entitled thereto, unless the judge otherwise orders; and the provisions of the last preceding rule as to money paid into the foreign court shall apply accordingly.

## Appeal.

8. Order XXIIa, Rule 26b.—(1.) Where an appeal is brought in an action sent for trial to a foreign court, a copy of the notice of motion shall be lodged by the appellant with the registrar of the foreign court.

(2.) If such copy is lodged before the registrar of the foreign court has transmitted the documents in the action to the registrar of the home court in accordance with Rule 26 of this Order, the registrar of the foreign court shall, unless proceedings are stayed, proceed in accordance with that rule, and shall transmit such copy to the registrar of the home court with the other documents in the action; and if proceedings are stayed, the registrar of the foreign court shall retain the documents in the action until the appeal is disposed of.

(3.) If such copy is lodged after the registrar of the foreign court has transmitted the documents in the action to the registrar of the home court in accordance with Rule 26 of this Order, the registrar of the foreign court shall forthwith transmit such copy to the registrar of the home court; and if proceedings are stayed, he shall give notice of such stay to the registrar of the home court.

(4.) When an appeal has been heard or otherwise disposed of, either party may deposit the judgment of the Court of Appeal, or an office copy thereof, or a memorandum signed by the parties and shewing how the appeal is disposed of, with the registrar of the foreign court; and thereupon the like proceedings shall be taken as are prescribed by these rules to be taken when an application for a new trial has been heard or otherwise disposed of; and the provisions of the last preceding rule, and of Rules

2 to 4 of Order XXXII., shall, with the necessary modifications, apply accordingly.

#### ORDER XXV.

##### ENFORCEMENT OF JUDGMENTS AND ORDERS.

###### Judgment Summons.

9. *Order XXV.*, Rule 31 (3).—Order XXV., Rule 31, paragraph (3) (Rule 21 of the County Court Rules, 1904), is hereby annulled, and the following paragraph shall stand in lieu thereof, viz.:—

A judgment summons shall be deemed to be a summons to a witness within the meaning of section one hundred and eleven of the Act; and where on the service of a judgment summons payment or a tender of payment of his expenses according to the prescribed scale of allowances is made to the judgment debtor, a notice according to the form in the Appendix shall be printed at the foot of or annexed to the summons.

#### ORDER XXXIII.

##### ACTIONS OR MATTERS REMITTED FROM OR TRANSFERRED TO THE HIGH COURT.

10. *Order XXXIII.*, Rule 3a.—Where any money has been paid into the High Court in an action or matter which is remitted or transferred to a county court, the registrar of the county court shall, on the request of any party to the action or matter, apply to the Paymaster-General, or, where money has been paid into a district registry, to the district registrar, to transmit such money to the registrar; and such money, when transmitted in accordance with the application, shall be subject to the order of the county court in like manner as if it had been paid into the county court in the action or matter. An application to the Paymaster-General or district registrar under this rule shall be in accordance with the form in the Appendix.

#### ORDER XXXIX.

##### ADMIRALTY ACTIONS.

###### Statement of Claim, &c.

11. *Order XXXIX.*, Rule 28.—The following proviso shall be added to Order XXXIX., Rule 28, viz.:—

Provided that the defendant may at any time within such ten days give notice to the plaintiff and to the court that he does not intend to file any statement, and thereupon either party may apply to the court under Rule 35 of this Order to have the action set down for hearing.

12. *Order XXXIX.*, Rule 48a.—Costs properly incurred by any party in respect of instructions for bail, preparation and execution of the bail bond and affidavits of justification, and any notices, perusals, attendances, or other proceedings in relation to bail, may be allowed on taxation, the amounts not to exceed those which may under the scales of costs be allowed in respect of proceedings of a like nature.

#### ORDER L.

##### PROCEEDINGS UNDER ACTS CONFERRING JURISDICTION ON THE COURTS.

###### The Licensing Act, 1904. The Licensing Rules, 1904.

Procedure where Questions referred to County Court under the Licensing Act, 1904 (4 Edw. 7. c. 23), sect. 2, sub-section (3).

13. *Order L.*, Rule 37.—Where any question is referred to the county court under sub-section (3) of section 2 of the Licensing Act, 1904, the following provisions shall apply.

14. *Order L.*, Rule 38.—The court having jurisdiction in the matter shall be the court in the district of which the licensed premises are situate.

15. *Order L.*, Rule 39.—The reference shall be in the form of an order of the compensation authority, which shall state concisely the question referred and the circumstances in which the question arises, and any facts found by that authority in relation thereto, and shall be authenticated in accordance with the Licensing Rules, 1904.

16. *Order L.*, Rule 40.—In any case in which it seems necessary or expedient the judge may at any time send the order of reference back to the compensation authority for further information touching the facts or circumstances in which the question arises, or for further explanation of the nature of the question intended to be referred.

17. *Order L.*, Rule 41.—Any person who has been determined by the compensation authority to be interested in the determination of the question referred, or where the compensation authority has not determined who are the persons so interested, any person claiming to be interested in the determination of the question, may on filing a copy of the order of reference authenticated in accordance with the Licensing Rules, 1904, file a petition intituled in the matter of the Licensing Act, 1904, and of the licensed premises, and stating concisely the circumstances in which his claim arises, and the relief or order which the petitioner claims, and praying for the order and direction of the court with reference to the question, and the rights of all persons interested in the determination thereof. The petition shall be supported by an affidavit setting forth the circumstances in which and the grounds on which the application is made. The petitioner may in his petition or affidavit refer to and adopt any facts or circumstances stated in the order of reference without setting them forth anew, but he shall not state or depose to any facts or circumstances inconsistent with those appearing in the order of reference; but he may state or depose to any material facts omitted therefrom and not inconsistent therewith.

18. *Order L.*, Rule 42.—All persons who have been determined by the compensation authority to be interested in the determination of the question referred, or where the compensation authority has not determined who are the persons so interested, all persons known to the petitioner as persons claiming to be interested in the determination of the question, shall be named as respondents to the petition.

19. *Order L.*, Rule 43.—The petitioner shall deliver to the registrar with the petition and affidavit copies thereof for the use of the judge, and copies for each respondent to be served.

20. *Order L.*, Rule 44.—On the filing of the petition the registrar shall fix the hearing thereof before the judge for any court appointed to be held within twenty-eight days from the date of the filing of the petition, but the date of hearing shall be so fixed as to allow the copies of the petition and affidavit to be served on the respondents at least ten clear days before the date so fixed.

21. *Order L.*, Rule 45.—If there is no such court available, the registrar shall send notice of the petition to the judge, who shall, as soon as conveniently may be, appoint a day and place for the hearing. Such day shall be so fixed as to allow the copies of the petition and affidavit to be served on the respondents at least ten clear days before the date so fixed. The place of hearing shall be the place at which the court is held, or, if the judge so orders, any other convenient court of which he is judge.

22. *Order L.*, Rule 46.—On the day for the hearing being fixed, the registrar shall give or send by post notice in writing to the petitioner, stating the place at which and the day and hour on and at which the petition will be heard, and shall issue the copies of the petition and affidavit, under the seal of the court, for service on the respondents, together with notices signed by the registrar himself and under the seal of the court, stating the place at which and the day and hour on and at which the petition will be heard, and that if the respondents do not attend in person or by their solicitors such order will be made and proceedings taken as the judge may think just and expedient.

23. *Order L.*, Rule 47.—The copies and notices mentioned in the last preceding rule shall be served on each respondent ten clear days at least before the day fixed for the hearing.

24. *Order L.*, Rule 48.—Such copies and notices may be served—

- (a) By a bailiff of a court; or, at the request of the petitioner,
- (b) By the petitioner, or some clerk or servant in his permanent and exclusive employ; or
- (c) By the petitioner's solicitor, or a solicitor acting as agent for such solicitor, or some person in the employ of either of them.

25. *Order L.*, Rule 49.—Service may be effected either in accordance with the rules as to service of default summonses, or by sending the copy and notice to be served on any respondent by registered post addressed to such respondent at his last-known residence or place of business; and Order LIV., Rule 2, shall apply to service by registered post under this rule.

26. *Order L.*, Rule 50.—Where service is effected otherwise than by a bailiff, a copy of the document served, with the date and place and mode of service indorsed thereon, and an affidavit of service, according to the form in the Appendix, shall within three clear days next after the date of service, or such further time as may be allowed by the registrar of the court issuing such document, be delivered or transmitted to the registrar by the petitioner.

27. *Order L.*, Rule 51.—Any person not named as a respondent who claims to be interested in the determination of the question referred may, unless the compensation authority has determined that he is not so interested, apply to the court, before or at the hearing, to be added as a respondent, on filing an affidavit shewing how he claims to be interested; and the court may, if he thinks fit, order such person to be added as a respondent accordingly, on such terms as to adjournment, notice to the other parties, costs, and otherwise, as may be just.

28. *Order L.*, Rule 52.—The court shall not have power to make any order inconsistent with any determination or order of the compensation authority; but if in any case in which the compensation authority has determined who are the persons interested it appears to the court that any other person who has not made a claim before the compensation authority is interested in the determination of the question referred, the court may send the order of reference back to the compensation authority with a report to that effect, in order that that authority may take such further action in the matter as it may think fit.

29. *Order L.*, Rule 53.—Subject to the special provisions of these rules, the procedure on a petition shall be the same as the procedure on any other petition to the court.

30. *Order L.*, Rule 54.—A copy of the order of the judge on any petition, signed by the registrar and sealed with the seal of the court, shall be forwarded by the registrar by post to the clerk of the compensation authority.

31. *Order L.*, Rule 55.—Where the hearing is to take place at another court, the registrar of the court in which the petition is pending shall forthwith send notice to the registrar of such other court that the judge has ordered the hearing to take place there; and he shall, in sufficient time before the hearing, transmit the papers to the registrar of the court at which the hearing is to take place, who shall act at the hearing for such first-mentioned registrar, and shall, after the hearing, return the papers to him, with a minute of the order made; and such order shall be drawn up, sealed, filed, and proceeded on in the court in which the petition is pending, in like manner as if the hearing had taken place there.

32. *Order L.*, Rule 56.—(1.) The costs of and incident to a petition and the proceedings connected therewith shall be in the discretion of the judge, who may order any such costs to be paid out of the compensation money, or, where the question referred relates only to a share of the compensation money, out of that share, or to be paid by any party to the proceedings to any other party. Any costs allowed by the judge shall be taxed according to such one of the scales of costs applicable to actions in the county court as the judge shall direct; and in default of such direction shall be taxed according to the scale which would be applicable if the proceeding had been a petition relating to a fund in court.

(2.) Proceedings on a petition shall be within rules 7 and 8 of Order LIII.

(3.) Where the costs are taxed under column C—

(i.) the fees allowable under items 70 to 73 may be increased at the discretion of the registrar, subject to review by the judge, or by special order of the judge under Order LIII., Rule 8, to any sum not exceeding the following, that is to say:—

Item 70 may be increased to ... ... £5 5s.

Items 71 to 73 may be increased to ... ... £3 3s.

(ii.) Reasonable fees may be allowed to counsel in excess of those mentioned in items 85 to 94 in respect of the matters referred to in such items, at the discretion of the registrar, subject to review by the judge, or by special order of the judge under Order LIII., Rule 8.

(4) Where proceedings are taken for which no provision is made by the rules or scales of costs, reasonable costs may be allowed in respect of such proceedings by the registrar, subject to review by the judge, or by special order of the judge, not exceeding those which may under the scales or this rule be allowed in respect of proceedings of a like nature.

(5) Where any costs are ordered to be paid out of the compensation money or any share thereof, such costs shall be taxed, and a certificate of taxation shall be signed by the registrar and forwarded by him by post to the clerk of the compensation authority.

33. *Order L., Rule 57.*—In these rules the expressions "compensation authority" and "compensation money" have the same meaning as in the Licensing Rules, 1904.

*Appointment of Receiver under the Licensing Rules, 1904, Rule 71.*

34. *Order L., Rule 58.*—An application to the court for the appointment of a receiver under Rule 71 of the Licensing Rules, 1904, shall be made by petition; and the same procedure shall be followed and the same costs allowed as on any other petition to the court in which the subject-matter of the petition amounts to or (as the case may be) exceeds fifty pounds.

We, Richard Harington, William Lucius Selfe, William Cecil Smyly, Robert Woodfall, and Thomas C. Granger, being Judges of County Courts, appointed to frame Rules and Orders for regulating the practice of the courts and forms of proceedings therein, having, by virtue of the powers vested in us in this behalf, framed the foregoing Rules and Orders, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

(Signed)

RICHARD HARINGTON, Bart.  
WM. L. SELFE.  
WILLIAM CECIL SMYLY.  
R. WOODFALL.  
T. C. GRANGER.

Approved,

(Signed)

HALSBURY, C.  
ALVERSTONE, C.J.  
J. G. BELL BARNES, P.  
ROLAND VAUGHAN WILLIAMS, L.J.  
ARTHUR KEEWICH, J.  
R. J. PARKER.  
THOS. RAWLE (Pres. Law Soc.).

I allow these Rules, which shall come into force on the first day of July, 1905.

The 7th day of June, 1905.

(Signed) HALSBURY, C.

[There is an appendix of forms.]

## Cases of the Week.

### High Court—Chancery Division.

**GARNER v. WINGROVE.** Buckley, J. 21st June.

**POSSESSION—DISABILITY—CLAIM OF INFANT BARRED—REAL PROPERTY LIMITATION ACT, 1874 (37 & 38 VICT. C. 57).**

This was an action brought by the trustees and beneficiaries under the will of Frederick Garner, deceased, to recover possession of certain freehold premises which had been conveyed by an indenture dated the 12th of March, 1891, to their testator. By his will, dated the 6th of July, 1892, Frederick Garner gave all the residue of his estate (including the land in question) to trustees in trust to divide the same equally between his two sons, F. W. H. Garner and S. H. Garner, upon their attaining the age of twenty-three years. The testator died on the 7th of July, 1892. His son F. W. H. Garner, was born on the 8th of June, 1881, and his son S. H. Garner on the 12th of December, 1884. The defendant pleaded the Real Property Limitation Acts, and that he had been in possession under a verbal tenancy at will since 1883, such tenancy having been granted by the predecessor in title of Frederick Garner. The creation of the tenancy in the year 1883 was not disputed, but it was argued that since the date of Frederick Garner's death the possession of defendants must be deemed to be possession as bailiff for the two sons during their minority, and that the operation of the statute was arrested until the persons against whom it would operate ceased to be under incapacity.

BUCKLEY, J., held that the decision of Chitty, J., in *Murray v. Watkins* (62 L.T. 796) covered this case, and that the running of time under the statute was not interrupted by subsequent disability where the period had commenced to run against a person under no disability.—COUNSEL, Church; Bookmaster, K.C., and Mark Romer. SOLICITORS, Proctor & Grimes; Francis T. Jones.

[Reported by H. H. Kino, Esq., Barrister-at-Law.]

### High Court—King's Bench Division.

**LUCY v. DORLING.** Div. Court. 20th June.

**LANDLORD AND TENANT—DISTRESS FOR RENT—LODGER'S GOODS—LIABILITY OF BAILIFF TO ACTION FOR ILLEGAL DISTRESS—LODGER'S GOODS PROTECTION ACT, 1871 (34 & 35 VICT. C. 79), s. 1.**

This was an appeal and cross-appeal from the Bow County Court, and raised an interesting question as to the liability of bailiff to an action for damages for detaining a lodger's goods after he had been given notice under the provisions of the Lodger's Goods Protection Act. The facts of the case are as follows: The plaintiff was a lodger in a house of which his mother was the tenant. Her rent being in arrear the defendant distrained on behalf of the landlord, and seized, besides the tenant's goods, goods belonging to the plaintiff, who served him with a written notice under section 1 of the Lodger's Goods Protection Act, 1871, which was in the form of a statutory declaration and was not stamped, and an inventory was attached. Notwithstanding this notice the defendant proceeded with the distress and seized the goods. The plaintiff brought this action to recover damages for illegal distress. In the course of the trial the county court judge allowed the notice to be stamped in court with a 2s. 6d. adhesive stamp and remitted the penalty. The county court judge held (1) that the inventory had not been properly subscribed; (2) that an action would lie against the bailiff; and in consequence of his decision on the first point he gave judgment for the defendant. By section 2 of the Lodger's Goods Protection Act, 1871, "If any superior landlord or any bailiff or other person provided by him shall, after being served with the above-mentioned declaration . . . levy and proceed with a distress on the goods of the lodger, such superior landlord, bailiff, or other person shall be deemed guilty of an illegal distress, and the lodger may apply to a justice of the peace for an order for the restoration of such goods; and such application shall be heard before a stipendiary magistrate or two justices . . . and such justices or magistrates shall inquire into the truth of such declaration and inventory and shall make such order for the recovery of the goods or otherwise as to him or them may seem just; and the superior landlord shall also be liable to an action at the suit of the lodger, in which action the truth of the declaration and inventory may be inquired into." On the hearing of the appeal counsel for the defendant admitted that the county court judge's decision on the first point could not stand owing to the decision in *Godlinston v. Fulham Property Co.* (1905, 1 K. B. 431). On the cross-appeal counsel contended, on the authority of *Page v. Vallis* (19 Times L. R. 393), that an action against the bailiff would not lie. The only remedy against him was the application to the justices for the restoration of the goods, and the words in the earlier part of the section "shall be deemed guilty of an illegal distress" merely indicated that the bailiff had been guilty of an illegal act. The words in the last part of the section giving a right of action against the landlord were superfluous if the opposite view was taken. He also contended that the county court judge was wrong in admitting the notice without exacting the penalty. Counsel cited *Barraclough v. Brown* (1897, A. C. 615, 46 W. R. Dig. 64). For the plaintiff it was contended that illegal distress was a well-known tort with well-known consequences. Before this Act the bailiff's action would have been quite lawful, and the effect of the Act was to take away his defence to an action for seizing the lodger's goods. As to the stamp the action of the county court judge could not be reviewed in this court. Counsel cited on this point *Blewitt v. Fritten* (41 W. R. 36; 1892, 2 Q. B. 327), and *Mander v. Ridgway* (46 W. R. 356; 1898, 1 Q. B. 501).

THE COURT (Lord ALVERSTONE, C.J., and KENNEDY and RIDLEY, J.J.) allowed the appeal and dismissed the cross-appeal.

Lord ALVERSTONE, C.J.—With regard to the case of *Page v. Vallis* I can well understand that in the hurry of  *nisi prius* Darling, J., would not give full consideration to the point, but after the full argument we have heard I think that an action does lie against the bailiff. The Act was prefaced by a preamble which stated that it was intended to protect lodgers against having their goods seized under distress, and the Act then proceeded to enact a remedy. If the words of section 1 had stopped at "illegal distress" it could scarcely have been contended the bailiff was not liable and I think the concluding words were put in to give a right of action against the landlord when he would otherwise not be liable, as when he had not authorized the acts complained of or had not distrained in person, and were not intended to cut down the right of action against the bailiff. I think, therefore, *Page v. Vallis* was wrongly decided. With regard to the stamp the judge had no power to remit the penalty and admit the document in evidence, but on the authority of the cases cited we have no power to correct him.—COUNSEL, Walker; Schwabe, SOLICITORS, Tudor; Sharman.

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

## Law Societies.

### Law Association.

The usual monthly meeting of the board of directors was held at the Law Society's Hall, on Thursday, the 11th inst., Mr F. T. Birdwood in the chair. The other directors present were: Mr. Burt, Mr. Daw, Mr. Peacock, Mr. Pead, Mr. Waters, and Mr. Woodhouse. The date of the annual general court was fixed for the 30th inst., and the annual report was settled. A new member was elected, and other general business transacted.

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## Legal News.

### Appointments.

Mr. W. E. HUME-WILLIAMS, K.C., has been appointed Recorder of Norwich, in the place of Mr. T. R. Kemp, K.C., deceased.

Mr. REGINALD J. NEVILLE has been appointed Recorder of Bury St. Edmunds, in the place of Mr. W. E. Hume-Williams, K.C., resigned.

Mr. ROBERT WILKINSON, barrister-at-law, has been appointed a Revising Barrister on the South-Eastern Circuit, in succession to the late Mr. Charles Cagney.

### Changes in Partnerships.

#### Dissolution.

JAMES MARTIN and JOHN ATKINSON, solicitors (Martin & Atkinson), Liverpool, June 14. The said James Martin will carry on the said practice under the same style as heretofore.

*Gazette*, June 16.

#### General.

The Law Reversionary Interest Society (Limited) has removed from No. 1, Lincoln's-inn-fields to Thanet House, 231-232, Strand.

It is announced that the judges of the Supreme Court will not sit on the 30th inst., and that the Law Courts will be closed on that day.

Congressman Joseph T. Robinson, of Arkansas, says the *New York Times*, tells of an old negro who was charged with having stolen a hog. The facts were all against him. He had no counsel, and when the judge asked him if he wanted a lawyer assigned to him he declared that he did not. "But you are entitled to a lawyer," the court explained, "and you might well have the benefit of his services." "Yoh honour woud jes' givme some cheap white trash lawyer," the old darkey replied, "and he woudn't do me no good. If it's jes' the same to yoah honour I'd ruther depen' on the ignorance ob de court."

Mr. Choate, late American Ambassador to Great Britain, on Thursday last week, presented the Bar Association with a bust of the late Lord Russell of Killowen, a gift from the committee formed to erect a statue to the late Lord Chief Justice, in token of the friendship and good will entertained by the Bench and Bar of England for members of the profession in America. Mr. Choate, in his speech, said that the likeness of no Englishman and no lawyer could be better received. Mr. Root, ex-Secretary of War, accepted the bust on behalf of the association, and Mr. Gouver Cleveland, the ex-President of the United States, also spoke.

Albert Edward Pocock, who pleaded guilty to four charges of forging and stealing mortgage deeds and documents, was, says the *Daily Mail*, at the Reading Assizes on the 13th inst., sentenced to five years' penal servitude. Mr. Justice A. T. Lawrence said that Pocock had been a clerk in a solicitor's office at Reading, had legal knowledge, and had confidence reposed in him which enabled him to go to the strong-room and obtain possession of deeds in order to perpetrate frauds. His lordship was happy to think that in the whole of his experience of the law he had never before come across a case of a solicitor's clerk so abusing the confidence reposed in him.

The somewhat unusual spectacle of an insane person being permitted to take the stand and testify in a murder trial was, says the *Albany Law Journal*, witnessed in a case which has been in progress recently in Jersey City, N.J. By the decision of Chief Justice Gummere, Robert Taggart was held to be competent to testify in the trial for murder of five hospital attendants who were accused of killing, last December, of Patrick Corrigan, an inmate of the Essex County Hospital for the Insane. The defence produced several expert witnesses to show that Taggart could not appreciate the sanctity of an oath, and could not be relied upon to relate accurately from memory occurrences of the past after several months had intervened. This testimony was supplemented by that of Taggart's wife, who swore that her husband was a "notorious liar" and a habitual drinker. Against these witnesses Dr. William H. Hicks testified that he was fully convinced of Taggart's competency. The Chief Justice, overruling the strenuous objections of counsel for the defence, decided to place Taggart on the stand for the purpose of determining in open court as to his capacity to act as a witness. The test was entirely satisfactory to the court. Taggart gave his answers quickly and intelligently, appearing more like a prosperous business man than an insane patient.

The first authority on the question of a surgeon's liability for performing an unauthorized operation on a patient is, we think, says the American *Law and Comment*, the decision in *Pratt v. Davis*, by the Appellate Court of Illinois (37 Chicago Legal News, 213). This was a case in which a woman went to a hospital for some slight operation and afterwards returned and submitted, as she supposed, to another of the same character, being deliberately deceived by the surgeon in this respect, while his purpose, which he executed, was to perform a far more serious, and, as it was called, major operation, removing some of the organs of the body. This operation was, therefore, performed without her consent, and she was induced to submit by misrepresentation as to the doctor's intention. The doctor claimed that he did not deem her "worthy"—that is, he thought she was "unfit"—to be informed of his purpose, and that "her mental condition was such that it was impossible to take her into advisement on her own case." On this state of facts suit was brought by her for damages, and the doctor's

counsel insisted that he was justified in performing the operation for her good, and in failing to inform her of his purpose, because she was not in such a mental condition that she could be properly taken into consultation. The court held that, "except in cases where the consent of the patient is expressed, or is implied by circumstances and occasions other than a mere general retainer for medical examination and treatment, and except, also, where there is a superior authority which can legally and rightfully dispose of the person of the patient, and which gives consent, a surgeon has no right to violate the person of a patient by a serious major operation, or one removing an important part of the body."

The following are the arrangements made for hearing probate and divorce cases during the ensuing Trinity sittings: The causes set down for trial will be taken in Court I., and causes in the day's list in that court will be transferred and taken in Court II., when Admiralty cases are not being heard. Undefended matrimonial causes will be taken (in Courts I. and II.) on Tuesday, the 20th inst., and (in Court I.) on Wednesday, the 21st inst., and on each Monday during the sittings, after motions. Special jury causes in probate and divorce cases will be taken on and after Thursday, the 22nd inst. Short or undefended causes in the special jury list will be taken at the beginning if it be found convenient, and if application be made by counsel on the first day of the sittings. Common jury causes will be taken on and after Tuesday, the 25th of July. Undefended or short causes in this list will be taken on the two first days appointed for the trial of common juries if application be previously made by counsel. Probate and defended matrimonial causes for hearing before the court itself will be taken on Wednesday, the 9th, Thursday, the 10th, Friday, the 11th, and Saturday, the 12th of August, and may also be taken in Court II. during the sittings on such days as Admiralty cases are not being heard. A Divisional Court will sit on Tuesday, the 4th of July, and on Tuesday, the 1st of August, if required. Motions will be heard in court at 11 o'clock on Monday, the 26th inst., and on each succeeding Monday during the sittings, and summonses before the judge will be heard at 10.30 on Saturday, the 24th inst., and on each succeeding Saturday during the sittings. Summonses before the registrars will be heard at the Probate Registry, Somerset House, on each Tuesday and Friday during the sittings at 11.30.

With regard to the powers of the proposed Royal Commission on the South African scandals to take evidence on oath and sit in a judicial capacity, the Parliamentary correspondent of the *Times* says Sir James Fitzjames Stephen's Commission on Warlike Stores in 1886, which Mr. Balfour cites as the most relevant precedent for that about to be appointed, were, according to the terms of their reference, given full power and authority to call and examine on oath "all persons whom you may consider competent by reason of their knowledge, habits, or experience to afford you information on the subject of your inquiry"; and in point of fact, this tribunal took evidence on oath; but legal authorities allege that, as the commissioners could not take proceedings for perjury or adopt punitive measures in other directions, they were perfectly handicapped in their investigation; but when the new Parliament met after the General Election of 1886, a special Act was passed empowering the Belfast Riot Commission, appointed by the Lord Lieutenant and Lords Justices of Ireland, to enforce the attendance of witnesses and examine them on oath, affirmation, or otherwise, to compel the production of documents, to punish persons guilty of contempt, and to render witnesses examined on oath or affirmation who wilfully gave false evidence liable to the penalties of perjury. Similarly, in 1888, when, in pursuance of an address from the Commons to the Crown, Lord Herschell's Royal Commission was appointed to inquire into "the working of the Metropolitan Board of Works and into the irregularities which are alleged to have taken place in connection therewith," an Act containing kindred provisions was passed, with the addition of a section enabling the commissioners to issue certificates of indemnity to witnesses making "a full and true disclosure." Both of the Acts referred to state expressly in their preambles that "the powers for the effectual conducting of such inquiry cannot be conferred without the authority of Parliament."

In the House of Commons, on Tuesday, Mr. Brynmor Jones asked the Secretary to the Treasury what had been the amount of the saving to the Exchequer effected annually in the salaries and pensions of the judges of the county courts by the absorption of Circuits 10, 34, 39, and 55 since 1872, and of Circuit 46 since 1893; what had been the amount of the saving to the Exchequer effected annually by the abolition, in 1869, of the country district courts of bankruptcy and the transfer of the business of that department to the county courts; whether any remuneration had been given to the judges of the county courts in respect of the additional labour and responsibility so imposed on them; what had been the average net annual cost of the whole county court establishment, including the bankruptcy administration for the last twenty years, apart from the salaries and pensions of the judges; and whether any effect had been given to the recommendation of a Select Committee of this House in 1878 that the salaries of the judges of county courts should be uniformly raised to £2,000 per annum? Mr. V. Cavendish said the saving in salaries has been £1,500 a year for each of the five circuits absorbed. The saving in pensions can only be conjectured, as it depends on the number of judges who would have retired since the absorption took place, but I think that £1,000 a year would not be an unreasonable estimate. I regret that I cannot state whether any, and, if so, what, saving has been effected by the transfer to the county courts of the work of the country district courts of bankruptcy. Such transfer has led to a large increase in the remuneration of the county court registrars, but it is not possible to say what the expenditure would have been during the whole period since 1869 if the transfer had not been effected. No increased remuneration in

consequence of this transfer has been given to county court judges, but their salaries had been raised from £1,200 to £1,500 a few years before—i.e., in 1865. The average annual cost of the county court establishment, apart from the salaries and pensions of the judges, during the last twenty years was £59,272. Effect has not been given to the recommendation in favour of an increase of the salaries of the judges, but the County Courts (No. 2) Bill now before Parliament provides for an increase of the salaries of a certain number of judges, on certain conditions, from £1,500 to £1,800.

**FIXED INCOMES.**—Houses and Residential Flats can now be furnished on a new System of Deferred Payments especially adapted for those with fixed incomes who do not wish to disturb investments. Selection from the largest stock in the World. Everything legibly marked in plain figures. **Maple & Co. (Limited), Tottenham Court-road, London, W.**—[ADVT.]

## The Property Mart.

Sales of the Ensuing Week.

June 28.—**Messrs. HUMBERT & FLINT**, at the Mart, at 2:—The Temple Estate, near Marlow, Bucks: Beautifully situated on the upper reaches of the Thames, with a mile of river frontage, and forming in its entirety one of the most attractive of riverside residences, admirably adapted to the requirements of a family of position. **Solicitors, A. E. Sydney, Esq., and Messrs. R. S. Taylor, Son, & Humbert, London.**—**Orpington, Kent**: Freehold Building Estates, Farms, and Market Garden Lands, embracing an area of about 265 acres, ripe for immediate development, having extensive main road frontages, and situated contiguous to Orpington Village and Station (8 E. Ry., Main Line), half-an-hour's journey from town. **Solicitors, Messrs. Birt & Son, London.**—**Salop**: In a good residential and sporting locality in the parishes of Hope, Bagot, and Caynham, about 4½ miles from Tenbury Station, G.W.R., and six from Ludlow. An attractive Residential and Agricultural Estate, known as "Hope Court." **Solicitors, Messrs. Dangerfield & Blythe, London.** (See advertisements, June 3, p. ix.)

June 28.—**Messrs. THURGOOD & MARTIN**, at the Mart, at 2:—(Second Sale) Surrey (Woking, Pyrford, Send and Ripley Chobham, Windlesham, Bisley, and Sunningdale): Freehold Pleasure Farms, large and small Agricultural Holdings, Building Estates, Accommodation Land, fine Building Sites, Cottages, Allotments, Woodlands, Brickfield, and Golf Links, and Shooting and Fishing Rights, in popular and beautiful districts, amidst good residential property near Woking, Byfleet, Sunningdale, and Brookwood and Bagshot Railway Stations. **Solicitors, Messrs. Smallpeice & Co., Guildford.** (See advertisement, June 3, p. xii.)

June 29.—**Messrs. C. C. & T. Moore**, at the Mart, at 2:—Wapping: Freehold House, rental value £46 18s. per annum. **Solicitors, Messrs. Ellis, Bickersteth, & Aglionby, London.** Three Freeholds producing £79 6s. **Solicitors, Messrs. R. & E. Bastard, London.**—**Bromley-by-Bow**: Five Freeholds. **Bow**: Three long Leaseholds. **Forest Gate**: Four long Leaseholds. **Leytonstone-road, E.**: Two Leasehold Houses. **Hackney**: Long Leasehold. **Stratford**: Freehold Beerhouse. **Solicitors, Messrs. C. R. Randal & Sons, London.**—**Bow**: Five Freehold Dwelling-houses. **Solicitors, Messrs. F. C. Mathews & Co., London.**—**Mile End-road**: Freehold Shop and Dwelling-house. **Solicitors, Messrs. Alfred Cox & Son, London.** (See advertisements, June 3, p. viii.)

June 28.—**Messrs. DOUGLAS YOUNG & Co.**, at the Mart, at 2:—South Lambeth: Residences, close to Stockwell station (C. and S.L. Electric Railway). The house is well-built, and contains 11 good rooms and offices, conservatory, and garden, let at £42. **Solicitors, Messrs. Burton & Son, London.**—**Tottenham**: Building Site, almost facing Tottenham-hale Station, suitable for manufacturing premises, frontage 154ft. 6in. to Fawley-road, Ferry-lane, and comprising an area of 43,600 sq. ft. **Solicitors, Messrs. Robinson & Stannard, London.**—**Peckham** (overlooking the Rye and close to Railway Station), with possession: Freehold Residence, rental value £80.—**Stockwell**: Leasehold House, No. 8, Burnley-road, Stockwell-road, containing eight rooms, offices, and garden, let at £42. **Solicitor, M. C. Edwards, Esq., London.** (See advertisements, June 3, p. v.)

June 29.—**Messrs. HERING, Son, & Daw**, at the Mart, at 1:—City of London and Shoreditch: Valuable Freehold Properties known as Wheeler's Hotel, 5, Devonshire-square, E.C., just off Bishopsgate-street, E.C., and comprising a total ground area of about 1,850 feet, and the Shop and Premises, No. 328, Old-street, Shoreditch, let, and together producing £270 per annum. **Solicitor, H. A. Maude, Esq., London.** (See advertisement, June 3, p. v.)

June 29.—**Messrs. STIMSON & SOSS** (in conjunction with Mr. W. B. HALLETT), at the Mart, at 2:—**Manchester House, Aldersgate-street, City**: A commanding Block of Freehold Property, producing £2,014 per annum. **Solicitors, Messrs. Nash, Field, & Co., and Messrs. G. H. Barber & Son, London.**—**Cambridge-road, Bethnal Green**: First-class Freehold Investment of £800 per annum. **Solicitors, Messrs. Miller & Smiths, London.** (See advertisements, this week, p. v.)

June 29.—**Messrs. DOUGLAS YOUNG & Co**, in a Marquee on the Estate, at 2:30:—**Chingford**: 132 choice Freehold Building Plots, situated within a minute or two of the railway station. **Solicitors, Messrs. W. A. Crump & Son, London.** (See advertisements, June 3, p. v.)

### Result of Sale.

**Messrs. C. C. & T. Moore** sold several Freehold and Leasehold Properties at Poplar, Forest Gate, Leytonstone, and Canning Town, comprising the estate of the late Mr. David Allen, at the Mart, on Thursday, when some satisfactory prices were obtained, and a total of £8,000 was realised.

## Court Papers.

### Supreme Court of Judicature.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT NO. 2.	MR. JUSTICE KEKEWICH.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOICE.	MR. JUSTICE SWINFEN EADY.	MR. JUSTICE WARRINGTON.
Monday, June	26	Mr. Theod	Mr. Pemberton	Mr. W. Leach	Mr. Jackson	Mr. Greswell	Mr. Godfrey	Mr. Jackson
Tuesday	27	W. Leach	Jackson	Theod	Pemberton	Church	Church	Pemberton
Wednesday	28	Church	Pemberton	W. Leach	Jackson	Greswell	Godfrey	Godfrey
Thursday	29	Greswell	Jackson	Theod	Pemberton	King	King	King
Friday	30	King	Pemberton	W. Leach	Jackson	Farmer	Farmer	Farmer
Saturday, July	1	Farmer	Theod	Jackson	Theod	Church	Church	Church
DATE.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOICE.	MR. JUSTICE SWINFEN EADY.	MR. JUSTICE WARRINGTON.				
Monday, June	26	Mr. Carrington	Mr. Greswell	Mr. Godfrey	Mr. Jackson	Mr. Jackson	Mr. Jackson	Mr. Jackson
Tuesday	27	Beal	Church	R. Leach	Pemberton	Pemberton	Pemberton	Pemberton
Wednesday	28	Carrington	Greswell	Godfrey	Beal	Beal	Beal	Beal
Thursday	29	Beal	Church	R. Leach	Carrington	Carrington	Carrington	Carrington
Friday	30	Carrington	Greswell	Godfrey	R. Leach	R. Leach	R. Leach	R. Leach
Saturday, July	1	Beal	Church	Godfrey	Godfrey	Godfrey	Godfrey	Godfrey

#### TRINITY Sittings, 1905.

##### COURT OF APPEAL.

###### APPEAL COURT I.

The Business to be taken in this Court will, from time to time, be announced in the Daily Cause List.

###### APPEAL COURT II.

The Business to be taken in this Court will, from time to time, be announced in the Daily Cause List.

#### HIGH COURT OF JUSTICE.

##### CHANCERY DIVISION.

###### CHANCERY COURT I.

###### MR. JUSTICE KEKEWICH.

The following will be the Order of Business:—

Monday—Chamber sums

Tuesday, June 20th, first day of the Sittings—Mots and adj. sums. Other Tuesdays—Sht caus, pets, and adj. sums

Wednesday and Thursday—Adj. sums

Friday (except June 20th)—Mots and adj. sums

N.B.—Thursday, June 29th, will be a Motion day, instead of Friday, June 30th, appointed for the celebration of His Majesty's Birthday.

Friday, August 4th, will be the last day for which notices of motion can be given without special leave.

Saturday—Adj. sums

Actions without witnesses (not marked short) and further considerations will be heard on days from time to time announced in Daily Cause List.

Short Causes will be put into Tuesday's List on the necessary papers (including minutes) being left with the judge's clerk.

Retained Actions with Witnesses will be taken on days to be announced in the Daily Cause List.

###### CHANCERY COURT II.

###### MR. JUSTICE FARWELL.

Except when other Business is advertised in the Daily Cause List Mr. Justice FARWELL will take Actions with Witnesses daily throughout the Sittings.

###### CHANCERY COURT III.

###### MR. JUSTICE JOYCE.

Except when other Business is advertised in the Daily Cause List Mr. Justice JOYCE will take Actions with Witnesses daily throughout the Sittings.

###### CHANCERY COURT IV.

###### MR. JUSTICE SWINFEN EADY.

Tues., June 30.—Mots and gen pa

Wednesday 21 { General paper

Thursday 22 { Mots and gen pa

Friday 23 { Liverpool and Manchester

Saturday 24 { business

Monday 26 { Sitting in chambers

Tuesday 27 { Sht caus, pets, and gen pa

Wednesday 28 { General paper

Thursday 29 { Mots and gen pa

Friday 30 { No sitting

Sat., July 1 { Sht caus, pets, and gen pa

Monday 3 { Sitting in chambers

Tuesday 4 { Sht caus, pets, and gen pa

Wednesday 5 { General paper

Thursday 6 { Mots and gen pa

Friday 7 { Liverpool and Manchester

Saturday 8 { business

Monday 10 { Sitting in chambers

Tuesday 11 { Sht caus, pets, and gen pa

Wednesday 12 { General paper

Thursday 13 { Mots and non-wit list

Friday 14 { Sht caus, pets, and gen pa

Saturday 15 { Sitting in chambers

Monday 17 { Sht caus, pets, and gen pa

Tuesday 18 { Sitting in chambers

Wednesday 19 { General paper

Thursday 20 { Mots and gen pa

Friday 21 { Liverpool and Manchester

Saturday 22 { business

Monday 24 { Sitting in chambers

Tuesday 25 { Sht caus, pets, and gen pa

Wednesday 26 { General paper

Thursday 27 { Mots and gen pa

Friday 28 { Liverpool and Manchester

Saturday 29 { business

Monday 31 { Sitting in chambers

Tues., Aug. 2 { General paper

Wednesday 3 { Manchester and Liverpool

Friday 5 { business

Saturday 7 { Sitting in chambers

Tuesday 8 { Sht caus, pets, and gen pa

Wednesday 9 { Mots

Thursday 10 { Sitting in chambers

Saturday 11 { General paper

Sunday 12 { Non-wit list

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be heard. Two copies of minutes of the proposed judgment or order must be left in Court with the judge's clerk one clear day before the cause is to be put in the paper. In default the cause will not be heard.

N.B.—The following papers on further consideration are required for the use of the judge, viz.:—Two copies of minutes of the proposed judgment or order, 1 copy pleadings, and 1 copy master's certificate which must be left in court with the judge's clerk one clear day before the further consideration is ready to come into the paper.

**KING'S BENCH COURT.**

###### MR. JUSTICE WARRINGTON.

Tues., June 20 { Mots

Wednesday 21 { Companies Acts and no-wit list

Thursday 22 { Non-wit list

Friday 23 { Mots and non-wit list

Saturday 24 { Sitting in chambers

Monday 26 { Companies Acts and no-wit list

Tuesday 27 { Non-wit list

Wednesday 28 { Non-wit list

Thursday 29 { Mots and non-wit list

Saturday 30 { Sitting in chambers

Monday 31 { Companies Acts and no-wit list

Tuesday 1 { Non-wit list

Wednesday 2 { Non-wit list

Thursday 3 { Mots and non-wit list

Saturday 5 { Sitting in chambers

Monday 7 { Companies Acts and no-wit list

Tuesday 8 { Non-wit list

Wednesday 10 { Mots and non-wit list

Thursday 11 { Sitting in chambers

Saturday 13 { Companies Acts and no-wit list

Monday 15 { Non-wit list

Tuesday 17 { Mots and non-wit list

Wednesday 19 { Sitting in chambers

Friday 21 { Companies Acts and no-wit list

Saturday 23 { Non-wit list

Monday 25 { Sitting in chambers

Tuesday 27 { Companies Acts and no-wit list

Wednesday 29 { Non-wit list

Thursday 31 { Mots and non-wit list

Saturday 1 { Sitting in chambers

Monday 3 { Companies Acts and no-wit list

Tuesday 5 { Non-wit list

Wednesday 7 { Mots and non-wit list

Thursday 9 { Sitting in chambers

Saturday 11 { Companies Acts and no-wit list

Monday 13 { Non-wit list

Tuesday 15 { Mots and non-wit list

Wednesday 17 { Sitting in chambers

Friday 19 { Companies Acts and no-wit list

Saturday 21 { Non-wit list

Monday 23 { Sitting in chambers

Tuesday 25 { Companies Acts and no-wit list

Wednesday 27 { Non-wit list

Thursday 29 { Mots and gen pa

Saturday 31 { Sitting in chambers

Monday 1 { Companies Acts and no-wit list

Tuesday 3 { Non-wit list

Wednesday 5 { Mots and gen pa

Thursday 7 { Sitting in chambers

Saturday 9 { Companies Acts and no-wit list

Monday 11 { Non-wit list

Tuesday 13 { Mots and gen pa

Wednesday 15 { Sitting in chambers

Friday 17 { Companies Acts and no-wit list

Saturday 19 { Non-wit list

Monday 21 { Sitting in chambers

Tuesday 23 { Companies Acts and no-wit list

Wednesday 25 { Non-wit list

Thursday 27 { Mots and gen pa

Saturday 29 { Sitting in chambers

Monday 31 { Companies Acts and no-wit list

Tuesday 1 { Non-wit list

Wednesday 3 { Mots and gen pa

Thursday 5 { Sitting in chambers

Saturday 7 { Companies Acts and no-wit list

Monday 9 { Non-wit list

Tuesday 11 { Mots and gen pa

Wednesday 13 { Sitting in chambers

Friday 15 { Companies Acts and no-wit list

Saturday 17 { Non-wit list

Monday 19 { Sitting in chambers

Tuesday 21 { Companies Acts and no-wit list

Wednesday 23 { Non-wit list

Thursday 25 { Mots and gen pa

Saturday 27 { Sitting in chambers

Monday 29 { Companies Acts and no-wit list

Tuesday 31 { Non-wit list

Wednesday 1 { Mots and gen pa

Thursday 3 { Sitting in chambers

Saturday 5 { Companies Acts and no-wit list

Monday 7 { Non-wit list

Tuesday 9 { Mots and gen pa

Wednesday 11 { Sitting in chambers

Friday 13 { Companies Acts and no-wit list

Saturday 15 { Non-wit list

Monday 17 { Sitting in chambers

Tuesday 19 { Companies Acts and no-wit list

Wednesday 21 { Non-wit list

Thursday 23 { Mots and gen pa

Saturday 25 { Sitting in chambers

Monday 27 { Companies Acts and no-wit list

Tuesday 29 { Non-wit list

Wednesday 31 { Mots and gen pa

Thursday 1 { Sitting in chambers



Wrigley v Gill and ors appl of defts from order of Mr Justice Warrington, dated November 24, 1904 (produce order) April 3  
 In re The Glasdir Copper Mines Id The English Electro Metallurgical Co Id v The Glasdir Copper Mines Id appl of the English Electro, &c, from order of Mr Justice Joyce, dated March 21, 1905 April 4  
 Sirdar Rubber Co and anr v Wallington, Western, & Co appl of pliffs from order of Mr Justice Swinfen Eady, dated Feb 18, 1905 April 4  
 Marley v Stogdon and ors appl of pliff from order of Mr Justice Farwell, dated March 24, 1905 (produce order) April 7  
 Day v Hoare & Co Id appl of defts from order of Mr Justice Kekewich, dated March 9, 1905 April 7  
 In re The Cos' Acts, 1862 to 1900, and In re The West Coast Gold Fields Id appl of F S Salaman (Trustee) from order of Mr Justice Buckley, dated March 28, 1905 April 8  
 In re Joseph Baldry, dec Richmond and anr v Field and ors appl of defts from order of Mr Justice Farwell, dated Feb 3, 1905 April 11  
 Rushmer v Poluse & Alfieri Id appl of defts from order of Mr Justice Warrington, dated Jan 12, 1905 April 11  
 In re Black Black v Black appl of pliff from order of Mr Justice Swinfen Eady, dated Dec 20, 1904 April 14  
 In re Dicks, dec Dicks v Dicks appl of pliff from order of Mr Justice Joyce, dated April 8, 1905 April 18  
 In re Gilling, dec Procter v Watkins and anr appl of defts from order of Mr Justice Kekewich, dated March 31, 1905 April 18  
 Chang Yen Mao and anr v Moreing and ors appl of defts C A Moreing and B Moreing & Co from judgment of Mr Justice Joyce, dated March 1, 1905 April 26  
 Chang Yen Mao v Moreing and ors appl of defts from order of Mr Justice Joyce, dated March 1, 1905 April 26  
 In re C H Bennett, dec Ward v Bennett appl of pliff and deft from order of Mr Justice Buckley, dated March 29, 1905 May 1  
 Attorney-General and ors v E T Odell appl of apliffs from order of Mr Justice Kekewich, dated April 17, 1905 May 2  
 In the Matter of Saunders' Estate, situate at Reading, in the county of Berks, and In the Matter of the Settled Land Acts appl of E F Saunders from order of Mr Justice Buckley, dated April 4, 1905 May 3  
 In re Maple dec Eckardstein v Bird and ors appl of pliff from order of Mr Justice Joyce, dated March 30, 1905 May 5  
 In re Earwaker, dec Carver v Earwaker appl of pliff from order of Mr Justice Kekewich, dated May 5, 1905 (produce order) May 11  
 Banister (widow) v Hardie (widow) and ors appl of pliff from order of Mr Justice Kekewich, dated March 15, 1905 May 18  
 McNaught v Dawson appl of pliff from order of Mr Justice Buckley, dated May 13, 1905 (produce order) May 20  
 Matticks v Jones appl of pliff from order of Mr Justice Kekewich, dated Feb 21, 1905 May 22  
 Bonnard v Dott appl of deft from order of Mr Justice Kekewich, dated May 10, 1905 (produce order) May 25  
 The Mayor, Aldermen, and Burgesses of the Borough of Swansea v The National Telephone Co Id appl of defts from judgment of Mr Justice Buckle, dated May 11, 1905 (produce order) May 27  
 In re Edmund Roberts, dec Roberts v Roberts appl of deft from judgment of Mr Justice Kekewich, dated Oct 31, 1905 (set down by leave) May 29  
 Part v Bond and anr appl of defts from order of Mr Justice Joyce, dated May 26, 1905 (produce order) May 30  
 In re Jackson and Haden's Contract and In the Matter of the Vendor and Purchaser Act, 1874 appl of D Jackson and ors from order of Mr Justice Buckley, dated March 29, 1905 June 6  
 The Robinson Printing Co Id v Chic Id and ors appl of defts from order of Mr Justice Warrington, dated April 14, 1905 June 9  
 The New Inverted Incandescent Gas Lamp Co Id v Globe Light Id appl of pliffs from order of Mr Justice Joyce, dated May 23, 1905 June 9

FROM THE CHANCERY, PROBATE AND DIVORCE DIVISIONS.  
 (Interlocutory List.)

1905.

Lord Kinnaird v Field appl of deft from order of Mr Justice Warrington, dated May 8, 1905 (set down by order of Court of Appeal May 12  
 Same v Same appl of deft from order of Mr Justice Warrington, dated May 17, 1905 May 29  
 Killbourn and ors v Killbourn and ors appl of deft Maria Killbourn from order of Mr Justice Kekewich, dated May 11, 1904 (produce order) May 29  
 Rey v Leconturier appl of pliff from refusal of Mr Justice Kekewich, dated June 2, 1905 June 3

FROM THE PROBATE AND DIVORCE DIVISION.

(General List.)

1905.

Constantinidi v Constantinidi and Lance (Divorce) appl of applicant J Lance from judgment of The President, dated Dec 5, 1904 (s o by order, Feb 10, 1905) Jan 31  
 In re G Ollis, dec Jones, F G W v Pelton (Probate) appl of F G W Jones from judgment of The President, dated April 10, 1905 April 20

(New Trial Paper.)

Divorce Wright, Richard Walter (Petru) v Wright, Dora Mary (Respt) and Pico (Co-Respt) appl of respt for judgment or new trial on appl from verdict and judgment, dated April 18, 1905, at trial before The President and a special jury, Middlesex April 29

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(General List.)

1905.

In re Edward Hulton, dec Sampson v Hulton and ors appl of defts from

order of the Vice-Chancellor of the County Palatine of Lancaster, dated Jan 30, 1905 Feb 27  
 In re Lot Dixon, dec Hartley Wood v J H Dixon and ors appl of defts from of the Vice-Chancellor of the County Palatine of Lancaster, dated Feb 4, 1905 May 10  
 Manchester Billposting Co Id v Chapple appl of pliff from order of The Deputy Vice-Chancellor of the County Palatine of Lancaster, dated May 15, 1905 June 10

FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

In re H F S Webb (ex pte C A Wright, Trustee) No. 779 of 1904 from order of Mr Justice Bigham, dated 25th Oct, 1904  
 In re A Debtor (expte The Debtor) No. 276 of 1905 from a receiving order made by Mr. Registrar Hope, dated 19th May, 1905  
 In re A Debtor (expte The Debtor) No. 357 of 1905 from a receiving order made by Mr Registrar Hope on the 2nd June, 1905

FROM THE KING'S BENCH DIVISION.

For Hearing.

(Final List.)

1904.

Sir Samuel Edward Scott, Bart, MP v Robert Stanford Brown appl of pliff from judgment of Mr Justice Joyce, dated Jan 18, 1904, without a jury, Middlesex (s o, pt hd, to go to official referee) March 11

1905.

Armstrong v Gibbs and anr appl of pliff from judgment of The Lord Chief Justice, dated Dec 14, 1904, with a special jury, Middlesex Jan 3  
 Wilson v The Ocean Coal Co Id appl of defts from judgment of The Lord Chief Justice and Justices Kennedy and Ridley, dated Jan. 17, 1905 Jan 17

1904.

Workmen's Compensation Appeal Treharne v The Ocean Coal Co Id appl of applicant from award of County Court (Glamorganshire, Merthyr Tydfil), dated July 28, 1904 (to come on together, by order) Aug 16

1905.

Seymour (widow) v Fielden appl of pliff from judgment of Mr Justice Lawrence, dated Dec 21, 1904, without a jury, Middlesex Jan 27  
 Urban District Council of Teignmouth v Slocombe appl of deft from judgment of The Lord Chief Justice and Justices Kennedy and Ridley, dated Jan 13, 1905 Jan 27

In the Matter of the Devonport Corp Water Act, 1902, and In the Matter of an Arbitration between The Devonport Water Co and the The Mayor, &c, of Devonport appl of the Devonport Water Co from judgment of Mr Justice Phillimore, dated Jan 24, 1905 (special case) Feb 1

In re an Arbitration between the Devonport Water Co and the Devonport Corp appl of the Devonport Corp from judgment of Mr Justice Phillimore, dated Jan 24, 1905 (special case) Feb 2

Ruffle v Whiffen and ors appl of pliff from order of Mr Justice Grantham, dated Jan 21, 1905, without a jury, Ipswich Feb 2  
 Risdon Iron and Locomotive Works v Furness appl of pliffs from judgment of Mr Justice Kennedy, dated Jan 11, 1905, without a jury, Middlesex Feb 3

The Southern Coal Co of New South Wales Id v G S Yuill & Co Id appl of defts from judgment of Mr Justice Warrington, dated Jan 31, 1905, without a jury, Middlesex Feb 7

Wilson and ors v Grant and ors appl of pliffs from judgment of Mr Justice Ridley, dated Nov 28, 1904, without a jury, Middlesex (security by consent, dated April 10) Feb 8

Clegg v Wilson's Brewery Id appl of defts from judgment of Mr Justice Walton, dated Feb 1, 1905, with a special jury, Salford, Lancaster Feb 14

Wulfert v Rasch and anr appl of defts from judgment of Mr Justice Walton, dated Jan 20, 1905, without a jury, Middlesex Feb 15

Chapman v Waring & Gillow Id appl of defts from judgment of Mr Justice Darling, dated Feb 1, 1905, with a special jury, Middlesex, and cross-notice by pliff, dated March 24, 1905 Feb 16

Bannatyne v Mac-Iver appl of pliff from judgment of Mr Justice Grantham, dated Feb 6, 1905, without a jury, Middlesex Feb 17

Newman (trading, &c) v British Oil Cake Mills Id appl of pliff from judgment of Mr Justice Ridley, dated Nov 22, 1904, Middlesex, and cross-notice by defts, dated March 1, 1905 Feb 18

Foster v The Urban District Council of Warblington appl of defts from judgment of Mr Justice Walton, dated Jan 23, 1905, without a jury, Middlesex Feb 24

Lancaster & Cunningham Id v Bloomer and ors appl of defts from judgment of Mr Justice Darling, dated Feb 16, 1905, with a special jury, Middlesex Feb 25

Greaves v Curtis, Gardner, & Co and ors appl of defts Henderson Murray, & Co and Shepherd from judgment of Mr Justice Darling, dated Feb 23, 1905, with a special jury, Middlesex (security ordered March 7)

Simpeon City Assets Co Id (and Quinlan liquidator of the said Co) v Griffin appl of deft from judgment of Mr Justice Jelf, dated March 9, 1905, with a common jury, Middlesex March 17

Spilsbury v Ward and Lennon appl of pliff from judgment of Mr Justice Warrington, dated March 9, 1905, without a jury, Middlesex March 17

In the Matter of the Agricultural Holdings (England) Acts, 1883 to 1902 and In the Matter of an Arbitration between Joseph Cundall (respt) and Sir W E J Vavasour, Bart (appell) appl of Sir W E J Vavasour (appell from judgment of Judge Templer, dated March 8, 1905, County Court of Yorkshire, Tadcaster March 22

(To be continued.)

4, 1905.

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Middlesex

Par v Morgan

Further Considerations.

In re French Brewster Brewster v

Watson fur con pt hd

In re Pidgeon, dec Bernard v

Pidgeon fur con pt hd

In re Josephine Nattali, dec In re

Benjamin Nattali, dec Whitlaw

Wright fur con

In re Cramp Hudson, id Lascelles

The Company fur con and adjd

sumns

In re W Raith, dec Raith v Savill

fur con

In re R H White, dec White v

Orchard fur con and adjd sumns

Adjudged Summons.

In re Pidcock Penny v Pidcock

adjd sumns with witnesses

In re Hamilton Willis, dec Edwards

V Martin adjd sumns

In re Stockman, dec Rowell v

Stockman adjd sumns

In re Leppard Secker v Davies

adjd sumns

In re Leppard's Settled Estates and

In re The Conveyancing Act and

Settled Land Act adjd sumns

In re A W Barrett, dec Barrett v

Barrett adjd sumns

In re Emson, dec Grain v Grain

adjd sumns

In re Dunscany Nott v Dunscany

adjd sumns

In re Turner, dec Wood v Turner

adjd sumns

## HIGH COURT OF JUSTICE.

## CHANCERY DIVISION.

## TRINITY Sittings, 1905.

## NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Motions, Petitions, and Short Causes will be taken on the days stated in the Trinity Sittings Paper.

Mr. Justice KEKEWICH will take his business as announced in the Trinity Sittings Paper.

Mr. Justice FARWELL.—Except when other business is advertised in the Daily Cause List, Mr. Justice Farwell will take actions with witnesses daily throughout the sittings.

Mr. Justice BUCKLEY.—Except when other business is advertised in the Daily Cause List, Mr. Justice Buckley will take actions with witnesses daily throughout the sittings.

Mr. Justice JOYCE.—Except when other business is announced in the Daily Cause List, Mr. Justice Joyce will take actions with witnesses daily throughout the sittings.

Mr. Justice SWINFEN EADY will take his business as announced in the Trinity Sittings Paper.

Liverpool and Manchester Business.—Mr. Justice SWINFEN EADY will take Liverpool and Manchester Business as follows: Summonses in Chambers, Motions, Short Causes, Petitions, and Adjourned Summonses on every other Saturday, commencing with Saturday, 24th June.

Mr. Justice WARRINGTON will take his business as announced in the Trinity Sittings Paper.

Summonses before the Judge in Chambers.—Mr. Justice KEKEWICH, Mr. Justice SWINFEN EADY, and Mr. Justice WARRINGTON will sit in court every Monday during the sittings to hear Chamber Summonses.

Summonses Adjudged into Court will be taken as follows: Mr. Justice KEKEWICH, as stated in the Daily Cause List; Mr. Justice SWINFEN EADY, with Non-Witness Actions; and Mr. Justice WARRINGTON, with Non-Witness Actions.

## SPECIAL NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Trinity Sittings the judges will sit for the disposal of Witness Actions as follows:

Mr. Justice KEKEWICH will take his retained Witness Actions on days to be announced in the Daily Cause List.

Mr. Justice FARWELL will take Witness Actions as announced above.

Mr. Justice BUCKLEY will take Witness Actions as announced above.

Mr. Justice SWINFEN EADY will take his retained Witness Actions on days to be announced in the Daily Cause List.

Mr. Justice WARRINGTON will take his retained Witness Actions on days to be announced in the Daily Cause List.

## Chancery Causes for Trial or Hearing.

(Set down to June 10th, 1905.)

Before Mr. Justice KEKEWICH.

Retained by Order.

Witness Actions.

Attorney-General v Corp of Dorchester (July 4, pt hd)

Husbands v Hodson

Par v Morgan

Further Considerations.

In re French Brewster Brewster v

Watson fur con pt hd

In re Pidgeon, dec Bernard v

Pidgeon fur con pt hd

In re Josephine Nattali, dec In re

Benjamin Nattali, dec Whitlaw

Wright fur con

In re Cramp Hudson, id Lascelles

The Company fur con and adjd

sumns

In re W Raith, dec Raith v Savill

fur con

In re R H White, dec White v

Orchard fur con and adjd sumns

Adjudged Summons.

In re Pidcock Penny v Pidcock

adjd sumns with witnesses

In re Hamilton Willis, dec Edwards

V Martin adjd sumns

In re Stockman, dec Rowell v

Stockman adjd sumns

In re Leppard Secker v Davies

adjd sumns

In re Leppard's Settled Estates and

In re The Conveyancing Act and

Settled Land Act adjd sumns

In re A W Barrett, dec Barrett v

Barrett adjd sumns

In re Emson, dec Grain v Grain

adjd sumns

In re Dunscany Nott v Dunscany

adjd sumns

In re Turner, dec Wood v Turner

adjd sumns

In re Dick Holzapfel v Criddle

adjd sumns

Lloyd v Marconi, &c adjd sumns

In re Peters Mountier v Peters

adjd sumns

In re Hancock, dec Hampton v

Hampton adjd sumns

In re Muggeridge Muggeridge v

Muggeridge adjd sumns

In re Phillips Lowe v Clarke

adjd sumns

In re Lickorish Barter v Hill adjd

sumns

In re Fisher, dec Richardson v

Berry adjd sumns

In re T Strange, dec Brown v

Couldwell adjd sumns

In re C J Smith, a sol, &c adjd

sumns

In re Richard Sutton, dec Clifford

v Blagg adjd sumns

In re Richard Eve, dec Belton v

Thompson adjd sumns

In re Toogood, dec Jones v Toogood

adjd sumns

Todd v Savile m f j (short)

Before Mr. Justice FARWELL.

Retained by Order.

Petition.

Ruddock v Ruddock

Adjudged Summons.

In re Rayer Rayer v Rayer adjd

sumns

In re Rayer's Estate In re Settled

Land Acts, 1882 to 1890 adjd

sumns

Causes for Trial (with Witnesses).

Mathews v Wilmer act (not before

Michaelmas)

Attorney-General v Pontypridd

Urban District Council act (not

before July 3)

Jacobs v Harper Bros act (not

before June 25)

Burnay v Parrish act and counter-

claim (a o fourteen days after

affidavit filed and inspection had)

In re Robert Jones, dec Jones v

Jones trial of issues

Stockier v Powell act

Gates v Fieldings ld act

Barker v Earl de la Warr act

Bailey v Lawrence, Airey, & Co

act

Mitchell v Barber act and adjd

sumns

Dartford Brewery v Vincent act

Carbutt v Gillespie act

Carr v Milnes act (not before

July 1)

Hurrell v Beauchamp act

Chadburn's (Ship) Telegraph Co ld

v A Robinson & Co act

Glanville v Pelican and British

Empire Life Office act and

counter-claim

In re W H Passmore, dec De

Morley v Passmore act

Lea v Hole act

Griffiths v Vezey act

Duncan v Minnis act without

pleadings

Sear v Mutual Reserve Life Ince

Co act

Mac Gengh v Croucher act

Maund v Lord Sandys act

Maund v Young act

Lowthian v British Equitable Assce

Co act

Merry v Green act

Williams v James act

Walters v Mason act

In re Read, dec Read v Smithers

act

G Howson & Sons ld v F Winkle

& Co act

Riddick v Dykes act

Holdsworth v Holdsworth act

Millett v Millett act

Mayor, &c, of Manchester v New

Moss Colliery Co act and counter

claim

Union Jack Consolidated Mines ld

v Jay act

Union Jack Consolidated Mines ld

v Smith act

Before Mr. Justice BUCKLEY.

King's Bench Division.

Retained Non-jury Action.

Cole v Littlewood

Chancery Division.

Causes for Trial (with Witnesses).

The Transatlantic Press Alliance ld

v Sibthorpe act

Bower v Reade act (not before

Aug 1)

May and ors v Belville Belville v

May and anr act (and by counter-

claim)

Gunn and ors v Walker and ors

act

Botley v Vidal act

Garner v Wingrove act

In re F Wrightson, dec Wrightson

v Cooke act

Dawson v Thorn act

Mason v The Motor Traction Co ld

act

Harger v Benett Stanford act

Clayton v Mutual Reserve Life

Ince Co ld act

Cole-Hamilton v Lewis act

In re W C Langley, dec Evans

and anr v Lucy and ors act

In re The Estate of James Herbert

Raggett, dec Hodgkinson and

anr v Raggett and ors act

Edmundson v Render act

Owen v Davis act (July 5, by

order)

Before Mr Justice JOYCE.

Causes for Trial (with Witnesses).

Waite v The Midland Ry Co act

and counterclaim

Cowan v Macleay act

Martyn v Same act

Pearson v Same act

Whitworth and Wife v Same act

Inman v Same act

Townend v Same act

Williamson v Same act

Le Fanu v Same act

Smith v Same act

Rawlinson v Same act

Goward v Same act

Mumford v Same act

Bond v Same act

Anderson v Same act

Morris v Same act

Vardy v Same act

Barr v Same act

Dyer v Same act

Charlwood v Same act

Bullock v Same act

Carlaw v J R Williams Co ld act

Metropolitan Ry Co v Metcalfe act

(a o Michaelmas)

Miller v Luxenburg act (not before

July 4)

In re Reavely Trusts May v

Reavely act (not before July 17)

Eldon v Mayor, &c, of Hampstead

Withers v Simkins act  
F H Smith Patents Co Id v Smith  
act and counterclaim  
Dyson v Sykes act  
Blackman Export Co v James  
Keith & Blackman Col d act and  
counterclaim  
Wilesmith v Bourne act  
Beaumont v Beaumont act  
Branfill v Ind. Coope & Co act  
Pearce v Baynes act  
In re Thomas Bourne, dec Davey  
v Bourne act and counterclaim  
Peel v Sherratt act and m f j  
Boland Bros Id v Cross act  
Ottoff v Power act  
Hooper v Penfold act  
Davey v Carlton Urban District  
Council act  
Carline v Bates act and counter-  
claim  
Holyoake v Hanker act  
Haig Smellie v Saunders act  
Hudson, Scott, & Sons Id v  
Barringer, Wallis Manners Id  
act  
Farley v Williams act  
Macmillan v Dent act  
Lloyd v The Marconi International  
Marine Communication Co Id act  
and counterclaim  
Miller v Cohen act and counter-  
claim  
Neumegen v Kelly act and  
counterclaim  
Snaith v McCullagh act  
Chiswick Urban District Council v  
Met Water Board act (fixed for  
June 20)  
Stokes v Wallis act  
Liberian Development Co, Chartered  
and Id v Investment and Agency  
Co Id act and counter-claim  
In re W J Lake's Settlement Lake  
v de Michele act  
Redfern v Manchester Asse Co act  
Attorney-General v North-Eastern  
Ry Co act  
Attorney-General v Melville & King  
act  
Perpetual Investment Building Soc  
v Baker act  
Hussey v Lejarraga act  
Gilbey v Rush act  
Shrewsbury v Shrewsbury act  
Molyneux v Richard act

Before Mr. Justice SWINFIN EADY,  
Retained by Order.  
Causes for Trial (with Witnesses),  
Brown v Fisher, Clark, & Co act

Causes for Trial Without Witnesses  
and Adjourned Summons.  
In re Catherine Hunt's Settled  
Estates and The Settled Land  
Act adjd sumns (s o till trial of  
act "Bulteel v Lawdeshayne")

## Bankruptcy Notices.

*London Gazette*.—FRIDAY, June 16.

### RECEIVING ORDERS.

BACSOFF & Co, W. E., Manchester, Shipping Merchants  
Manchester Pet May 20 Ord June 9  
BANTON, CHARLES WILLIAM, Leicester, Fancy Goods Dealer  
Leicester Pet June 10 Ord June 10  
BRECH, MATTHEW, South Shields, Auctioneer Newcastle  
on Tyne Pet June 11 Ord June 14  
BISHOP, JOHN ROBERT, New Cleethorpes, Newsagent Gt  
Grimsby Pet June 14 Ord June 14  
BOLSON, S H., Tredegar sq., Bow, Furniture Dealer High  
Court Pet May 10 Ord June 13  
BOWERS, WILLIAM, Portsmouth, Licensed Victualler Port-  
smouth Pet June 11 Ord June 14  
BRIGHT, SAMUEL, Tipton, Staffs, Grocer Dudley Pet May  
15 Ord June 9  
CLAVENIE, HENRY, Knightsbridge, Hairdresser High  
Court Pet May 25 Ord June 13  
CREE, J. CAMPBELL, East Ham, Builder High Court Pet  
May 8 Ord June 13  
DAVIES, AMY, Bradford, Confectioner Bradford Pet June  
10 Ord June 10  
FARLEY, CHARLES, Acton, Builder Brentford Pet April 4  
Ord June 9  
FLACK, WILLIAM RICE, Upper Phillimore pl, Kensington,  
Dental High Court Pet June 15 Ord June 15  
FLETCHER, FRANK, Sutton Valence, Kent, Baker Maid-  
stone Pet June 13 Ord June 13

In re W Roberts, dec Roberts v  
Jones adjd sumns  
Jenkins v Taggart adjd sumns  
In re C Wheater, dec, and In re Ann  
Stones, dec adjd sumns  
In re Chambers, dec Ratcliff v  
Allam adjd sumns  
In re Jacobs, dec Newton v Jacobs  
m f j  
Down v Donald Munro Id m f j  
In re Young, dec Walker v  
Sandeman adjd sumns  
Davidson v Sun Fan Co Id m f j  
(short)  
In re Slims & Riddings's Policy and  
The New York Life Insce Co  
adjd sumns  
In re Lingard Dawes v Livesay  
adjd sumns  
In re Nettlefold's Settlement  
Wyman v Nettlefold adjd sumns

Further Considerations.  
In re McEachen, dec Broad v  
Blease fur con and adjd sumns  
In re Hawkins Hawkins v Hawkins  
fur con  
Denison v Stephenson fur con  
In re Giveen Giveen v Giveen fur  
con  
Ingersoll v Clarke fur con  
In re Piercy, dec Whittham v  
Piercy fur con

Before Mr. Justice WARRINGTON.  
Actions with Witnesses.  
Barre v Conder act  
Slingsby v The Bradford Patent  
Truck and Trolley Co act (June  
28)  
Bate v Payton act (without plead-  
ings) (July 5)

Further Considerations.  
In re Heald's Settlement and In re  
Milnthorpe's Settlement Miln-  
thorpe v Chave fur con  
In re David Hughes, dec Hughes  
v Jones Davies v Jones fur con  
In re John Newton's Estate Brown  
v Cooke fur con  
Jane Reeves (wife of John Reeves)  
v Milton John Reed fur con  
In re Meredith's Estate Whinney  
v Meredith fur con

Causes for Trial Without Witnesses  
and Adjourned Summons.  
The Bombay, Baroda and Central  
India Ry v The Secretary of State for  
India in Council act (s o to fix a day)  
In re Arlington's Estate adjd  
sumns (s o)  
Gordon v Gordon point of law  
In re Messrs Adler & Pexowne,  
Sols of the Supreme Court adjd  
sumns

FIFTEEN, JAMES WILDSMITH, Absardare, Photographer Aber-  
dare Pet June 14 Ord June 14

GASCOYNE, ROBERT, Leeds, Tailor Leeds Pet May 26

Ord June 9

GIFFORD, JOHN, Tenby, Pembroke, Fishmonger Pembroke

Dock Pet June 13 Ord June 13

GRIEVE, FRANK AUSTIN, Southampton, Newsagent South-  
ampton Pet June 10 Ord June 10

HEASMAN, SAMUEL, Chatham, Hardware Dealer Rochester

Pet June 14 Ord June 14

JONES, BENJAMIN, Llanamlet, Glam, Licensed Victualler

Swansea Pet June 10 Ord June 10

JONES, DAVID, Cynwyd, Merioneth, Farmer Wrexham Pet

June 10 Ord June 10

JONES, DAVID, Oswestry, Draper Wrexham Pet June 13

Ord June 13

LAWES, CATHERINE, Tynemouth, Northumberland Newcastle

on Tyne Pet May 30 Ord June 9

LEAMAN, JOHN JOSEPH HENRY, Ryde, Isle of Wight, Hotel

Proprietor Newport Pet June 10 Ord June 10

LEWIS, HENRY, High rd, L-wisham, Dairymen High Court

Pet May 17 Ord June 14

MCINTIRE, CHARLES SHIELD, Bucklersbury, Inventor High

Court Pet May 16 Ord June 14

NIELSEN, ADOLPH BEATTY, Shaftesbury av, Photographer

High Court Pet May 15 Ord June 14

O'BRIEN, WILLIAM, Northenden, Cheshire, Bootmaker

Stockport Pet June 10 Ord June 10

FITCHARD, JAMES, Marden, Hereford, Farm Bailiff Here-  
ford Pet June 14 Ord June 14

Lawrence v E Hoyle & Sons Id  
adjd sumns  
In re Waters, dec Hoare v Blythe  
adjd sumns  
In re F Creaser, dec Harland v  
Creaser adjd sumns  
In re Campbell, dec Campbell v  
Campbell adjd sumns  
Lewis v Green adjd sumns  
In re H K Robertson's Settlement  
Knott v Long adjd sumns

Companies (Winding-up).  
Petitions.

Travellers' Club (Paris) Id (petn of  
Mappin & Webb Id—s o from  
May 3 to June 21)

Hydra Combined Mineral Water  
Making, Bottling, and Syphon  
Filling Machines Id (petn of Dob-  
son & Nall Id—s o from June 6  
to June 21)

International Bank of London Id  
(petn of Glyn, Mills, Currie, & Co  
—s o from June 6 to June 27)

1903 Perkins Bacon Letterpress Co  
Id (petn of Redfern and Hunt)  
Peruvian Sugar Estates Co Id (petn  
of L G Dreyfus)  
Murman Coast Co Id (petn of E  
Killin and anr)  
Economic Bank Id (petn of Baker  
& Co)  
American Quick Service Restaurants  
Co Id (petn of J D Pitcher & Son)  
Automobile Corp Id (petn of W  
Pritchard, & Co)  
Symonds London Stores Id (petn of  
W L Erwood Id and ors)  
Chin Id (petn of Harrison & Son)  
Benfleet Electric Light and Engi-  
neering Co Id (petn of H Rowell)  
Times Insurance Co Id (petn of  
H Loftus)

Court Summons.  
Higgs's Dairy Farms Id (mis-  
feasance)  
Dover Coalfields Extension Id (mis-  
feasance—with witnesses)

## Winding-up Notices.

*London Gazette*.—FRIDAY, June 16.  
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BISCHLORIDE OF GOLD HYDRO ESTABLISHMENT (SOUTHPORT) LIMITED—Creditors are required, on or before July 17, to send their names and addresses, and the particulars of their debts or claims, to James Jones, Worden & Ashington, Southport, solars for liquidator

ECONOMIC BANK, LIMITED—Petn for winding up, presented May 30, directed to be laid June 21. Baker & Co, Grahams st, solars for partners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 23

M. SUMMERS & CO, LIMITED, Liverpool, Contractors Creditors are required, on or before July 18, to send in particulars of their claims to Mr Thomas Cowley, 4 Chapel chm, North Chapel st, Liverpool. Edward Lloyd, Liverpool, solar for liquidator

MAINPRISE & CO, LIMITED—Creditors are required, on or before July 8, to send the names and addresses, and the particulars of their debts or claims, to David Sibbald, 2 St James's st, Derby. Stone & Symonds, Wirksworth, solars for liquidator

POOLE & ANDERSON, LIMITED—Creditors are required, on or before July 17, to send the names and addresses, and the particulars of their debts or claims, to John Henry Tait, 9 Savage gdns. Dyson & Co, Gt Winchester st, solars for liquidator

SHONS, LIMITED (late Sions, Hulls, & Co, 101, Kingland rd, N)—Creditors are required, on or before July 29, to send their names and addresses, and the particulars of their debts or claims, to George Gralon, 19 and 20, Union Bank bldgs, Holborn circs

*London Gazette*.—TUESDAY, June 20.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH AND IRISH CATTLE CORPORATION, LIMITED—Petn for winding up, presented June 16, directed to be heard July 4. Gardner & Hovenden, 16, Finsbury circus, solars in petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 5

DOVER DAIRIES, LIMITED—Creditors are required, on or before August 7, to send the names and addresses, and the particulars of their debts or claims, to Frank Edgar Web, 20, Bucklersbury

H M MARTIS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before August 2, to send their names and addresses, and the particulars of their debts or claims, to Cola Cooper, 31, Princess st, Manchester Broad, Gt Winchester st, solar for liquidator

HOLBES FOOTBALL AND ATHLETIC CLUB, LIMITED—Creditors are required, on or before July 8, to send their names and addresses, and the particulars of their debts or claims, to Charles Henry Wilson, Park row, Leds Simpson & Co, Leeds, solars for liquidator

KITSON INCANDESCENT LIGHTING CO OF SOUTH AFRICA, LIMITED—Creditors are required, on or before Aug 8, to send their names and addresses, and the particulars of their debts or claims, to John Earsnahaw, 10 and 11, Austin Friars

OBULIA SILVER MINING CO, LIMITED—Creditors are required, on or before July 30, to send their names and addresses, and the particulars of their debts or claims, to James Gandy, Victoria chmrs, Neath. Williams, Neath, solar for liquidator

TALKING MACHINES SUPPLY, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 8, to send their names and addresses, and the particulars of their debts or claims, to Colin Cooper, 33, Princess-street, Manchester Broad, Great Winchester st, solar for liquidator

REES, DAVID, Pentwyn Tp, Abersychan, Mon Newport  
Mon Pet June 10 Ord June 10

REILY, WILLIAM, Bridgend, Timber Importer Cardiff  
May 27 Ord June 9

ROLFE, JAMES MARCHANT, Dover, Fish Dealer Canterbury

Pet June 14 Ord June 14

SANDERSON, HENRY THOMAS BARRON, South Shields

Auctioneer Newcastle on Tyne Pet June 13 Ord

June 13

SHEPHERD, FRANCIS MATTHEW, Pictor, Yorks, Farmer

Stock on on Tees Pet June 9 Ord June 9

WALL, EDWIN, Balsall Heath, Birmingham, Tailor

Birmingham Pet June 8 Ord June 8

WATERMAN, FREDERICK, Cremyll, Cornwall, Ship Builder

Plymouth Pet June 3 Ord June 13

WATKINS, MARY ANN, Mardon, Hereford, Housekeeper

Hereford Pet June 14 Ord June 14

WOOD, JOHN, Lough Green, nr Langley, Haydon Bridge

Northumberland, Farmer Newcastle on Tyne Pet

June 13 Ord June 13

FIRST MEETINGS.

BOLSON, S H., Tredegar sq., Bow, Furniture Dealer June 2

at 11 Bankruptcy bldgs, Careys

BRIGHT, SAMUEL, Tipton, Grocer June 26 at 11 Off Rec

199, Wolverhampton st, Dudley

BROWNE, ROBERT, Chorley, Lancs, Joiner June 29 at 1

19, Exchange st, Bolton

CLAVENIE, HENRY, Knightsbridge, Hairdresser June 27

12 Bankruptcy bldgs, Careys

CHEE, J. CAMPBELL, East Ham, Builder June 26 at 1

Bankruptcy bldgs, Careys



LAKE, SIMON HEAT, Wandebank, South Wimbledon June 28 at 11.30 24, Railway app, London Bridge  
 LAW, EDWARD, Ilford, Pianoforte Dealer June 28 at 12 14, Bedford row  
 LE FRANCOIS, FERDINAND, Swansea, Restaurant Keeper June 29 at 12 Off Rec, 31, Alexandra rd, Swansea  
 MEER, JULIUS LEWIS, Portobello rd, Notting Hill, Baker June 28 at 11 Bankruptcy bldgs, Carey st  
 MILLS, CHARLES, Walsall, Gas Fitter June 28 at 11 Off Rec, Wolverhampton  
 MONELLE, JOHN JAMES, Bristol, Mortgage Broker June 28 at 11.30 Off Rec, 26, Baldwin st, Bristol  
 MULHOLLAND, WILLIAM, West Worthing, Cycle Dealer July 3 at 11 Off Rec, 4, Pavilion bldgs, Brighton  
 MUNIBOW, WILLIAM HENRY, Walsall, Malleable Ironfounder July 4 at 11.30 Messrs Nicklin & Wyke, Upper Bridge st, Walsall  
 NICHOLLS, JAMES HENRY, Darlaston, Staffs, Beerhouse Keeper Pet June 28 at 11.30 Off Rec, Wolverhampton  
 NICHOLLS, RICHARD, Kingston upon Hull, Confectioner June 28 at 12 Off Rec, 13, Trinity House in, Hull  
 PALLANT, CHARLES, Albion rd, Stoke Newington, Licensed Victualler June 28 at 3 Off Rec, 14, Bedford row  
 PARKER, HERBERT PHILLIP, Long Buckby, Northampton, Trainer of Racehorses June 28 at 12 Off Rec, Bridge st, Northampton  
 PAUL, ADA WHITBURN, Halifax June 28 at 3 Off Rec, Town Hall Chambers, Halifax  
 PERKINS, JAMES WATT, Edgware June 28 at 12 Off Rec, 14, Bedford row  
 POLLEY, ARTHUR ERNEST, Hove, Sussex, Oil and Colouremaker July 3 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton  
 ROBINSON, THOMAS, Aston, Warwick, Grocer June 28 at 12 191, Corporation st, Birmingham  
 ROLFE, JAMES MARCHANT, Dover, Fish Dealer July 6 at 9.30 Off Rec, 68, Castle st, Canterbury  
 SACH, LOUIS THOMAS, Harwich, Grocer July 7 at 11 Cups Hotel, Colchester  
 SAVILLE, JOHN THOMAS, Kirkgate Market, Leeds, Fruit Merchant June 29 at 12 Off Rec, 22, Park row, Leeds  
 SHEPHERD, FRANCIS MATTHEW, Picton, Lancs, Farmer June 28 at 3 Off Rec, 5, Albert rd, Middlesbrough  
 TAYLOR, GEORGE, Aberkenfig, Glam, Ironmonger's Assistant June 28 at 12 117, St Mary st, Cardiff  
 TURNER, H. T. CHURCH, Camberwell, Hosiery June 28 at 12 Bankruptcy bldgs, Carey st  
 VITTI, ANGELO, Swindon, Grocer June 28 at 11 Off Rec, 38, Regent circus, Swindon  
 WARD, ALFRED, Darlington, Painter June 28 at 3 Off Rec, 8, Albert rd, Middlesbrough  
 WATSON, ALEXANDER CHARLES, Walsall, Commission Agent June 28 at 12 Off Rec, Wolverhampton  
 WESTON, STUART PERI, Brighton, Auctioneer July 3 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton  
 WHITE, ARTHUR, Middlesbrough June 30 at 11.30 Off Rec, 8, Albert rd Middlesbrough  
 WILLCOUGHBY, JAMES FRANCIS, Grimstone, Norfolk, Butcher June 28 at 1 Off Rec, 8, King st, Norwich

## ADJUDICATIONS.

ALLISON, JOHN WILLIAM, Attercliffe, Sheffield, Tailor Sheffield Pet June 15 Ord June 15  
 ANDERSON, THOMAS HENRY, Cheapside, Blouse Manufacturer High Court Pet May 31 Ord June 15  
 ATTWOOD, ALFRED, Kinsey, Yorks, Miner Wakefield Pet June 15 Ord June 15  
 BATE, JAMES, Little London, Willenhall, Fruiterer Wolverhampton Pet June 15 Ord June 15  
 BOWERS, WILLIAM, Portsmouth, Licensed Victualler Portsmouth Pet June 14 Ord June 15  
 CARE, ARTHUR THOMAS, Edgerton, Warwick, Solicitor Birmingham Pet March 16 Ord June 16  
 COULTEAU, MATTHEW, Leeds, Grocer's Warehouseman Leeds Pet June 15 Ord June 15  
 DAVIES, WILLIAM, Leicester, Boot Manufacturer Leicester Pet June 17 Ord June 17  
 DREWETT, ALBERT HARRY, Four Oaks, Sutton Coldfield, Warwick Birmingham Ord May 28 Pet June 17  
 ELDSON, WILLIAM, Abbeville rd, Clapham Park, Builder Wandsworth Pet May 10 Ord June 16  
 ELESTON, FRED, Crediton, Devon, Boot Manufacturer Exeter Pet May 29 Ord June 15  
 GASCOINE, ROBERT, Leeds, Tailor Leeds Pet May 28 Ord June 15  
 GILES, GEORGE, Yeovil, Somerset, Tailor Yeovil Pet June 15 Ord June 15  
 GODFREY, JAMES, Tipton, Staffs, Ironfounder's Manager Dudley Pet June 15 Ord June 15  
 GRAHAM, JAMES, Upton, Macclesfield, Salesman Macclesfield Pet June 10 Ord June 10  
 GROVES, WILLIAM, Scarborough, Grocer Scarborough Pet June 16 Ord June 16

HIGGINS, GEORGE HENRY, Treorchy, Glam, Collier Pontypridd Pet June 15 Ord June 15  
 HILLMAN, WINIFRED, Tredegar, Mon, Tobacconist Tredegar Pet June 15 Ord June 15  
 HODGES, WILLIAM CHARLES, Kempsey, Worcester, Builder Worcester Pet June 15 Ord June 15  
 HOPKINS, WILLIAM, Leeds, Butcher Leeds Pet June 15 Ord June 15  
 HORLEY, ROBERT, Worksop, Notts, Cashier Sheffield Pet May 19 Ord June 17  
 JAMES, EDWARD CHARLES, Gillingham, General Dealer Rochester Pet June 16 Ord June 16  
 JONES, THOMAS, Pontycymer, Joiner Cardiff Pet June 14 Ord June 14  
 KENDALL, WILLIAM, Old Basford, Nottingham, Upholsterer Nottingham Pet June 15 Ord June 15  
 KENNEY, WILLIAM JOHN, South Woodford, Essex, Architect High Court Pet April 12 Ord June 14  
 LAKE, SIMON HEAT, Wandebank, South Wimbledon Kingston, Surrey Pet June 8 Ord June 15  
 LEWIS, PETE, Dreenhill, Pembrokeshire, Farmer Pembroke Dock Pet June 16 Ord June 17  
 MACKLIN, ALFRED GEORGE, Liverpool, Perfumer Liverpool Pet June 2 Ord June 17  
 MALLETT, WILLIAM, Marham Church, Cornwall, Baker's Manager Barnstaple Pet June 15 Ord June 15  
 MEDBURST, CHARLES FREDERICK HASTINGS, Derby Derby Pet May 26 Ord June 15  
 MULHOLLAND, WILLIAM, Tarring Crossing, West Worthing, Cycle Dealer Brighton Pet May 30 Ord June 16  
 OLIVER, EVAN, Scwifis, nr Tredegar, Mon, Labourer Tredegar Pet June 17 Ord June 17  
 PARKER, HERBERT PHILLIP, Long Buckby, Northampton, Trainer of Racehorses Northampton Pet April 28 Ord June 17  
 POUNDER, JOHN THOMAS, West Hartlepool, Grocer Sunderland Pet June 16 Ord June 16  
 BENDALL, JOHN, Lady Margaret rd, Kentish Town, High Court Pet Feb 21 Ord June 14  
 ROBERTS, THOMAS ARTHUR, WALTER OWEN ROBERTS, and GEORGE ALEXANDER ROBERTS, Chatterhouse st, Licensed Victuallers High Court Pet April 8 Ord June 15  
 ROGERS, JOSEPH, Burton on Trent, Publican Burton on Trent Pet June 15 Ord June 15  
 ROSS, WILLIAM, Junction In, Sutton, St Helens, Lancs, Plumber Liverpool Pet June 15 Ord June 15  
 SAVILLE, JOHN THOMAS, Kirkgate, Leeds, Fruit Merchant Leeds Pet June 15 Ord June 15  
 SMITH, CHARLES HENRY, Newport, I of W, Grocer Newport Pet June 17 Ord June 17  
 SPAY, JAMES WILSON, Ford, Devonport, Devon, Coach Builder Plymouth Pet June 15 Ord June 15  
 SWAN, MARY, Cheltenham Cheltenham Pet March 28 Ord June 17  
 THORNLEY, GEORGE, Ashby de la Zouch, Builder Burton on Trent Pet June 15 Ord June 15  
 TRISCHLER, FREDERICK ALFRED SHEPPARD, Telegraph at High Court Pet Jan 8 Ord June 8  
 WATSON, ROBERT ALLET, Gt Grimsby, Greengrocer Gt Grimsby Pet June 16 Ord June 16  
 WEYGANG, LOUIS HENRY, High st, Tooting, Watchmaker Wandsworth Pet June 15 Ord June 15  
 WOOD, JOHN, Lough Green, nr Langley, Haydon Bridge, Northumberland, Farmer Newcastle on Tyne Pet June 13 Ord June 15

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